



MEETING NOTICE
ROSE HILL CITY COUNCIL
REGULAR MEETING
Monday, November 6, 2017
7:00 p.m.
ROSE HILL CITY HALL/COUNCIL CHAMBERS
125 W. ROSEWOOD

AGENDA

- Call to Order
- Invocation and Flag Salute
- Consent Agenda
 - Minutes
 - Claims
 - Approval of bid for Yeager Street construction project
 - Approval of purchase of submersible mixer for sewer plant
 - Approval of bid for School Street Pond erosion control project
 - Approval of Work Order for 2018 Street Maintenance projects
- Citizen Forum
- Approval of Agenda
- Action Items:
 1. 2016 Audit Report, presented by Eric Meyer, City Auditor
 2. Public Hearing for Tax Abatement Application for Trio Machine
 3. Approval of Resolution for findings of fact for tax abatement for Trio Machine
 4. Adoption of Ordinance for economic development exemption for Trio Machine
 5. Adoption of Ordinance authorizing KDHE loan for phase 1 sewer projects
 6. Resolution approving memorandum of understanding with Rose Hill Historical Society and USD 394 for Veterans Banner Project
 7. Resolution for appointment of Interim City Administrator
- Staff Reports
 - 7 p.m. November 15, 2017, at City Hall – transition for newly elected officials
- Adjournment



**MINUTES
THE REGULAR MEETING OF THE ROSE HILL
CITY COUNCIL MONDAY, OCTOBER 16, 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, James Bilby and Danny Cunningham. Administration and staff present: Austin Gilley, City Administrator; Kelly Mendoza, City Clerk, and Chris Borniger, City Attorney.

Invocation and Flag Salute

Pastor David Crisp, Rose Hill Friends Church gave the invocation, followed by the flag salute.

Consent Agenda

Councilmember Chappell made motion seconded by Cunningham to approve the 10/16/2017 consent agenda as presented. Motion carried 4-1. Councilmember Baker opposed.

Citizen Forum

There were no citizens that spoke.

Approval of Agenda

Councilmember Cunningham made motion to approve the agenda as presented seconded by Pompa. Motion carried 5-0.

Supplemental work order for additional engineering work on Chlorine Booster Station due to City's pursuing KDHE loan for financing project

Councilmember Pompa made motion to approve the supplemental work order for additional engineering work seconded by Cunningham. Motion carried 5-0.

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 7:15 p.m. Motion carried 5-0.

Respectfully submitted:

Kelly Mendoza
City Clerk



Rose Hill, KS

Council Expense Approval Report - App. Ord. # 21, 11/06/17

By Vendor Name

Payable Dates 10/17/2017 - 11/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 3077 - AAA Portable Services, LLC					
AAA Portable Services, LLC	11/06/2017	Pond restroom rental	Operating Supplies	100-140-400395	75.00
Vendor 3077 - AAA Portable Services, LLC Total:					75.00
Vendor: 2084 - Aflac					
Aflac	11/06/2017	Employee paid premiums	Cafeteria Plan Withholding	114-110-100210	354.50
Vendor 2084 - Aflac Total:					354.50
Vendor: 0349 - All Seasons Cooling & Heat, Inc.					
All Seasons Cooling & Heat, Inc.	11/06/2017	Preventive Maintenance on WWTF A/C Units	Infrastructure	100-130-400420	69.25
All Seasons Cooling & Heat, Inc.	11/06/2017	Preventive Maintenance on WWTF A/C Units	Infrastructure	100-140-400420	69.25
All Seasons Cooling & Heat, Inc.	11/06/2017	Preventive Maintenance on WWTF A/C Units	Infrastructure	112-112-400420	69.25
All Seasons Cooling & Heat, Inc.	11/06/2017	Preventive Maintenance on WWTF A/C Units	Infrastructure	113-113-400420	69.25
Vendor 0349 - All Seasons Cooling & Heat, Inc. Total:					277.00
Vendor: 3321 - Alternative Electric LLC					
Alternative Electric LLC	11/06/2017	School St. Crosswalk Repair	Equipment Repair	100-130-400290	1,332.00
Vendor 3321 - Alternative Electric LLC Total:					1,332.00
Vendor: 3228 - Atlas MD					
Atlas MD	11/06/2017	Direct Primary Care Premiums	Cafeteria Plan Withholding	114-110-100210	690.00
Vendor 3228 - Atlas MD Total:					690.00
Vendor: 0515 - Autobody Connection, Inc.					
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	100-130-400295	27.26
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	100-130-400295	190.00
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	100-140-400295	190.00
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	100-140-400295	27.25
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	112-112-400295	190.00
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	112-112-400295	27.25
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	113-113-400295	190.00
Autobody Connection, Inc.	11/06/2017	Unit #3 Electrical Repair	Vehicle Repair & Maintenance	113-113-400295	27.25
Autobody Connection, Inc.	11/06/2017	Install Decals on Unit #3	Vehicle Repair & Maintenance	112-112-400295	47.50
Autobody Connection, Inc.	11/06/2017	Install Decals on Unit #3	Vehicle Repair & Maintenance	113-113-400295	47.50
Autobody Connection, Inc.	11/06/2017	Remove and Install Decals	Vehicle Repair & Maintenance	112-112-400295	61.75
Autobody Connection, Inc.	11/06/2017	Remove and Install Decals	Vehicle Repair & Maintenance	113-113-400295	61.75
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	100-130-400295	73.64
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	100-130-400295	111.98
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	100-140-400295	111.97
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	100-140-400295	73.62
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	112-112-400295	111.97
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	112-112-400295	73.62
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	113-113-400295	73.62
Autobody Connection, Inc.	11/06/2017	Unit #5 Service and Turbo Hose Repair	Vehicle Repair & Maintenance	113-113-400295	111.97
Autobody Connection, Inc.	11/06/2017	Remove and Install Decals	Vehicle Repair & Maintenance	100-130-400295	71.25
Autobody Connection, Inc.	11/06/2017	Remove and Install Decals	Vehicle Repair & Maintenance	100-140-400295	71.25
Vendor 0515 - Autobody Connection, Inc. Total:					1,972.40

Rose Hill City Council Packet

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 3193 - Bank of America					
Bank of America	10/20/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	150.00
Bank of America	11/03/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	150.00
Vendor 3193 - Bank of America Total:					300.00
Vendor: 0964 - BUCO Dept. of Public Works					
BUCO Dept. of Public Works	11/06/2017	Recycle Fees - Sept. 2017	Recycling Fees	100-110-400213	420.00
Vendor 0964 - BUCO Dept. of Public Works Total:					420.00
Vendor: 1891 - Butler County Jail					
Butler County Jail	11/06/2017	Inmate Housing - Sep. 2017	Prisoner Housing	100-120-400365	245.00
Vendor 1891 - Butler County Jail Total:					245.00
Vendor: 0786 - Butler Rural Electric					
Butler Rural Electric	11/06/2017	Utilities - Electric	Storm Sirens	100-120-400214	32.64
Butler Rural Electric	11/06/2017	Utilities - Electric	Electricity	100-140-400210	780.97
Butler Rural Electric	11/06/2017	Utilities - Electric	Street Lights	100-170-400501	294.78
Butler Rural Electric	11/06/2017	Utilities - Electric	Electricity	112-112-400210	342.99
Butler Rural Electric	11/06/2017	Utilities - Electric	Electricity	113-113-400210	3,692.23
Vendor 0786 - Butler Rural Electric Total:					5,143.61
Vendor: 3109 - CASH					
CASH	11/06/2017	Replenish petty cash drawers	Miscellaneous	100-110-400400	119.95
CASH	11/06/2017	Replenish petty cash drawers	Miscellaneous	100-120-400400	77.40
Vendor 3109 - CASH Total:					197.35
Vendor: 2695 - CENEX Fleet Fueling					
CENEX Fleet Fueling	11/06/2017	Fuel	Fuel	100-120-400225	868.00
CENEX Fleet Fueling	11/06/2017	Fuel	Fuel	100-130-400225	23.27
CENEX Fleet Fueling	11/06/2017	Fuel	Fuel	100-140-400225	23.27
CENEX Fleet Fueling	11/06/2017	Fuel	Fuel	112-112-400225	23.27
CENEX Fleet Fueling	11/06/2017	Fuel	Fuel	113-113-400225	23.27
Vendor 2695 - CENEX Fleet Fueling Total:					961.08
Vendor: 3220 - Companion Life					
Companion Life	11/06/2017	Gap Insurance Premium	Cafeteria Plan Withholding	114-110-100210	281.89
Vendor 3220 - Companion Life Total:					281.89
Vendor: 2461 - Core & Main LP (formerly HD Supply)					
Core & Main LP (formerly HD Supply)	11/06/2017	Water Meter Lids and Rings	Water meter supplies	112-112-400396	215.29
Core & Main LP (formerly HD Supply)	11/06/2017	Meter Insulators	Water meter supplies	112-112-400396	88.56
Vendor 2461 - Core & Main LP (formerly HD Supply) Total:					303.85
Vendor: 1742 - Cox Communications					
Cox Communications	11/06/2017	Internet - North Water Tower	Internet Service	112-112-400212	81.32
Cox Communications	11/06/2017	Internet - South Water Tower	Internet Service	112-112-400212	81.32
Vendor 1742 - Cox Communications Total:					162.64
Vendor: 2880 - Crown Trophy					
Crown Trophy	11/06/2017	Plaque 207	Professional Services	100-120-400310	45.00
Vendor 2880 - Crown Trophy Total:					45.00
Vendor: 0029 - Delta Dental of Kansas					
Delta Dental of Kansas	11/06/2017	Dental Insurance Premiums	Cafeteria Plan Withholding	114-110-100210	753.34
Vendor 0029 - Delta Dental of Kansas Total:					753.34
Vendor: 0271 - Director of Taxation					
Director of Taxation	11/06/2017	Water Protection Fee	WATER PROTECTION FEE (TO ST)	112-112-400411	1,690.44
Vendor 0271 - Director of Taxation Total:					1,690.44
Vendor: 3271 - E Graf-X Inc.					
E Graf-X Inc.	11/06/2017	Truck Decals	Operating Supplies	100-130-400395	162.50
E Graf-X Inc.	11/06/2017	Truck Decals	Operating Supplies	100-140-400395	162.50
E Graf-X Inc.	11/06/2017	Truck Decals	Operating Supplies	112-112-400395	162.50
E Graf-X Inc.	11/06/2017	Truck Decals	Operating Supplies	113-113-400395	162.50
Vendor 3271 - E Graf-X Inc. Total:					650.00

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 2472 - Emprise Bank					
Emprise Bank	11/06/2017	Loan #12963119 - Payment #3	Vehicle Lease Payments	100-120-400912	5,101.96
Vendor 2472 - Emprise Bank Total:					5,101.96
Vendor: 2841 - Fastenal Company					
Fastenal Company	11/06/2017	Bolts for Street Signs	Operating Supplies	100-130-400395	67.14
Fastenal Company	11/06/2017	Cut off Wheels	Operating Supplies	100-130-400395	12.88
Fastenal Company	11/06/2017	Cut off Wheels	Operating Supplies	100-140-400395	12.87
Fastenal Company	11/06/2017	Cut off Wheels	Operating Supplies	112-112-400395	12.87
Fastenal Company	11/06/2017	Cut off Wheels	Operating Supplies	113-113-400395	12.87
Fastenal Company	11/06/2017	Nitrile Gloves	Operating Supplies	113-113-400395	34.87
Vendor 2841 - Fastenal Company Total:					153.50
Vendor: 3186 - Gilley, Austin					
Gilley, Austin	11/06/2017	Travel Reimbursement	Training	100-110-400230	240.00
Vendor 3186 - Gilley, Austin Total:					240.00
Vendor: 3270 - Great West Financial					
Great West Financial	10/20/2017	Deferred Comp.	Deferred Compensation	114-110-100220	690.00
Great West Financial	10/20/2017	Deferred Comp.	Deferred Compensation	114-110-100220	329.98
Great West Financial	11/03/2017	Deferred Comp.	Deferred Compensation	114-110-100220	690.00
Great West Financial	11/03/2017	Deferred Comp.	Deferred Compensation	114-110-100220	329.98
Vendor 3270 - Great West Financial Total:					2,039.96
Vendor: 0475 - Halls Culligan, Inc.					
Halls Culligan, Inc.	11/06/2017	Drinking water - Shop	Professional Services	100-130-400310	8.97
Halls Culligan, Inc.	11/06/2017	Drinking water - Shop	Professional Services	100-140-400310	8.98
Halls Culligan, Inc.	11/06/2017	Drinking water - WWTF	Professional Services	112-112-400310	17.03
Halls Culligan, Inc.	11/06/2017	Drinking water - WWTF	Professional Services	113-113-400310	17.02
Halls Culligan, Inc.	11/06/2017	Drinking water - City Hall	Professional Services	100-110-400310	13.00
Halls Culligan, Inc.	11/06/2017	Drinking water - City Hall	Professional Services	100-120-400310	13.00
Vendor 0475 - Halls Culligan, Inc. Total:					78.00
Vendor: 3227 - Hartford Life					
Hartford Life	11/06/2017	Life Insurance Premiums	Cafeteria Plan Withholding	114-110-100210	265.43
Vendor 3227 - Hartford Life Total:					265.43
Vendor: 3223 - Health Equity					
Health Equity	10/20/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	25.00
Health Equity	11/03/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	25.00
Vendor 3223 - Health Equity Total:					50.00
Vendor: 3013 - Hickman Environmental					
Hickman Environmental	11/06/2017	Bi-Yearly Lift Station Maintenance	Professional Services	113-113-400310	950.00
Vendor 3013 - Hickman Environmental Total:					950.00
Vendor: 0154 - J.P. Cooke Co.					
J.P. Cooke Co.	11/06/2017	Dog/Cat Tags	Professional Services	100-120-400310	126.75
Vendor 0154 - J.P. Cooke Co. Total:					126.75
Vendor: 0066 - K.P.E.R.S.					
K.P.E.R.S.	10/20/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	1,327.49
K.P.E.R.S.	10/20/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	853.42
K.P.E.R.S.	10/20/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	3,095.90
K.P.E.R.S.	10/20/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	151.51
K.P.E.R.S.	10/20/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	233.19
K.P.E.R.S.	11/03/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	157.20
K.P.E.R.S.	11/03/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	233.19
K.P.E.R.S.	11/03/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	1,066.77
K.P.E.R.S.	11/03/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	826.86
K.P.E.R.S.	11/03/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	2,744.69
Vendor 0066 - K.P.E.R.S. Total:					10,690.22

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 3302 - Kaeser Compressors, Inc.					
Kaeser Compressors, Inc.	11/06/2017	Annual Kaeser Compressor Service	Operating Equipment	113-113-400235	1,125.05
Vendor 3302 - Kaeser Compressors, Inc. Total:					1,125.05
Vendor: 0059 - Kansas Fire Equipment Co. Inc.					
Kansas Fire Equipment Co. Inc.	11/06/2017	Annual service on fire extinguishers	Professional Services	100-110-400310	56.50
Kansas Fire Equipment Co. Inc.	11/06/2017	Annual service on fire extinguishers	Professional Services	100-120-400310	66.00
Kansas Fire Equipment Co. Inc.	11/06/2017	Annual service on fire extinguishers	Professional Services	100-130-400310	68.25
Kansas Fire Equipment Co. Inc.	11/06/2017	Annual service on fire extinguishers	Professional Services	100-140-400310	56.75
Kansas Fire Equipment Co. Inc.	11/06/2017	Annual service on fire extinguishers	Professional Services	112-112-400310	61.50
Kansas Fire Equipment Co. Inc.	11/06/2017	Annual service on fire extinguishers	Professional Services	113-113-400310	56.75
Vendor 0059 - Kansas Fire Equipment Co. Inc. Total:					365.75
Vendor: 0603 - Kansas One-Call System, Inc.					
Kansas One-Call System, Inc.	11/06/2017	Locates - Oct. 2017	Professional Services	112-112-400310	42.00
Kansas One-Call System, Inc.	11/06/2017	Locates - Oct. 2017	Professional Services	113-113-400310	42.00
Vendor 0603 - Kansas One-Call System, Inc. Total:					84.00
Vendor: 1547 - Kansas Payment Center					
Kansas Payment Center	11/06/2017	Child Support Payments	MISCELLANEOUS DEDUCT. PAY...	114-110-100400	777.76
Vendor 1547 - Kansas Payment Center Total:					777.76
Vendor: 2314 - Kansas Secretary of State					
Kansas Secretary of State	11/06/2017	Notary Appointment	Membership Fees & Dues	100-110-400240	25.00
Vendor 2314 - Kansas Secretary of State Total:					25.00
Vendor: 0067 - Kansas State Treasurer					
Kansas State Treasurer	11/06/2017	Pre-paid State Court Fees	Court Fees to State (Correct ne...	100-121-400413	295.15
Vendor 0067 - Kansas State Treasurer Total:					295.15
Vendor: 3257 - Kanza Co-Operative Assoc.					
Kanza Co-Operative Assoc.	11/06/2017	Fuel	Fuel	100-130-400225	259.74
Kanza Co-Operative Assoc.	11/06/2017	Fuel	Fuel	100-140-400225	259.76
Kanza Co-Operative Assoc.	11/06/2017	Fuel	Fuel	112-112-400225	259.76
Kanza Co-Operative Assoc.	11/06/2017	Fuel	Fuel	113-113-400225	259.76
Vendor 3257 - Kanza Co-Operative Assoc. Total:					1,039.02
Vendor: 0324 - KDHE - Bureau of Water					
KDHE - Bureau of Water	11/06/2017	Operator Certificate Renewal	Membership Fees & Dues	112-112-400240	20.00
Vendor 0324 - KDHE - Bureau of Water Total:					20.00
Vendor: 3164 - KDHE - Laboratories					
KDHE - Laboratories	11/06/2017	Stage II Water Sampling	LABORATORY FEES	112-112-400775	350.00
Vendor 3164 - KDHE - Laboratories Total:					350.00
Vendor: 2480 - Konica Minolta Business Solutions					
Konica Minolta Business Solutions	11/06/2017	Copier Usage - PW	Copier Expense	113-110-400216	65.72
Konica Minolta Business Solutions	11/06/2017	Copier Usage - PD	Copier Expense	100-120-400216	140.24
Vendor 2480 - Konica Minolta Business Solutions Total:					205.96
Vendor: 3070 - Konica Minolta Finance					
Konica Minolta Finance	11/06/2017	Copier Lease - Admin	Copier Expense	100-110-400216	394.86
Vendor 3070 - Konica Minolta Finance Total:					394.86
Vendor: 3358 - Kriz-Davis Co.					
Kriz-Davis Co.	11/06/2017	VFD and Devicenet Card for Main Lift (Spare)	Operating Equipment	113-113-400235	1,690.29
Kriz-Davis Co.	11/06/2017	VFD and Devicenet Card for Main Lift (Spare)	Operating Supplies	113-113-400395	155.77
Vendor 3358 - Kriz-Davis Co. Total:					1,846.06

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 1803 - Lowe's Credit Services					
Lowe's Credit Services	11/06/2017	Operating Supplies	Operating Supplies	100-110-400395	91.95
Lowe's Credit Services	11/06/2017	Operating Supplies	Operating Supplies	100-130-400395	23.94
Lowe's Credit Services	11/06/2017	Operating Supplies	Operating Supplies	100-140-400395	44.08
Lowe's Credit Services	11/06/2017	Operating Supplies	Operating Supplies	112-112-400395	23.94
Lowe's Credit Services	11/06/2017	Operating Supplies	Operating Supplies	113-113-400395	63.75
Vendor 1803 - Lowe's Credit Services Total:					247.66
Vendor: 3218 - MailFinance					
MailFinance	11/06/2017	Postage Meter Lease - Qtrly	Professional Services	100-110-400310	58.50
MailFinance	11/06/2017	Postage Meter Lease - Qtrly	Professional Services	100-120-400310	58.49
MailFinance	11/06/2017	Postage Meter Lease - Qtrly	Professional Services	112-112-400310	58.49
MailFinance	11/06/2017	Postage Meter Lease - Qtrly	Professional Services	113-113-400310	58.49
Vendor 3218 - MailFinance Total:					233.97
Vendor: 1792 - Mayer Specialty Services, LLC					
Mayer Specialty Services, LLC	11/06/2017	TV of Sewer Line on S. Main	Professional Services	113-113-400310	405.00
Mayer Specialty Services, LLC	11/06/2017	Quarterly Lift Station Vac	Professional Services	113-113-400310	1,680.00
Vendor 1792 - Mayer Specialty Services, LLC Total:					2,085.00
Vendor: 0004 - Meridian Analytical Labs, LLC					
Meridian Analytical Labs, LLC	11/06/2017	Bi-monthly KDHE Wastewater Samples	LABORATORY FEES	113-113-400775	295.00
Meridian Analytical Labs, LLC	11/06/2017	Bi-monthly KDHE Wastewater Samples	LABORATORY FEES	113-113-400775	295.00
Meridian Analytical Labs, LLC	11/06/2017	Bi-monthly KDHE Water Samples	LABORATORY FEES	112-112-400775	45.00
Vendor 0004 - Meridian Analytical Labs, LLC Total:					635.00
Vendor: 0084 - Midtown Service					
Midtown Service	11/06/2017	Car Service	Vehicle Repair & Maintenance	100-120-400295	40.00
Midtown Service	11/06/2017	Car Service	Vehicle Repair & Maintenance	100-120-400295	57.00
Midtown Service	11/06/2017	Tires for Bad Boy Mower	Equipment Repair	100-130-400290	57.50
Midtown Service	11/06/2017	Tires for Bad Boy Mower	Equipment Repair	100-140-400290	57.50
Midtown Service	11/06/2017	Tires for Bad Boy Mower	Equipment Repair	112-112-400290	57.50
Midtown Service	11/06/2017	Tires for Bad Boy Mower	Equipment Repair	113-113-400290	57.50
Vendor 0084 - Midtown Service Total:					327.00
Vendor: 3312 - Nelson Mosley					
Nelson Mosley	11/06/2017	Travel Reimbursement	Training	100-120-400230	377.13
Vendor 3312 - Nelson Mosley Total:					377.13
Vendor: 3265 - Orkin Pest Control					
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	100-110-400310	15.14
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	100-120-400310	15.12
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	112-112-400310	15.12
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	113-113-400310	15.12
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Fuel	100-130-400225	12.03
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Fuel	100-140-400225	12.04
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	112-112-400310	12.04
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	113-113-400310	12.04
Orkin Pest Control	11/06/2017	Bi-monthly Pest Control	Professional Services	113-113-400310	47.70
Vendor 3265 - Orkin Pest Control Total:					156.35
Vendor: 1064 - PMSI					
PMSI	11/06/2017	Stop Bar and Crosswalk Paint Stencil	Operating Supplies	100-130-400395	153.64
Vendor 1064 - PMSI Total:					153.64
Vendor: 3235 - Postalocity					
Postalocity	11/06/2017	UB Billing & Postage	Postage	112-112-400270	455.00
Postalocity	11/06/2017	UB Billing & Postage	Professional Services	112-112-400310	195.00
Postalocity	11/06/2017	UB Billing & Postage	Postage	113-113-400270	455.00
Postalocity	11/06/2017	UB Billing & Postage	Professional Services	113-113-400310	195.00
Vendor 3235 - Postalocity Total:					1,300.00

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 1113 - Professional Engineering Consultants					
Professional Engineering Consultants	11/06/2017	Engineering Retainer - Sept. 2017	Engineering Services	100-110-400102	50.00
Professional Engineering Consultants	11/06/2017	City Planning Services - Sept. 2017	Professional Services	100-160-400310	500.00
Vendor 1113 - Professional Engineering Consultants Total:					550.00
Vendor: 3338 - Quik Print					
Quik Print	11/06/2017	ATV/SMV Tags	Operating Supplies	100-120-400395	140.30
Vendor 3338 - Quik Print Total:					140.30
Vendor: 0100 - Quill Corporation					
Quill Corporation	11/06/2017	Office Supplies	Office Supplies	100-110-400410	19.79
Quill Corporation	11/06/2017	Office Supplies	Office Supplies	100-110-400410	19.99
Quill Corporation	11/06/2017	Office Supplies	Office Supplies	100-110-400410	22.99
Quill Corporation	11/06/2017	Office Supplies	Office Supplies	100-110-400410	22.99
Quill Corporation	11/06/2017	Office Supplies	Operating Supplies	100-140-400395	54.99
Quill Corporation	11/06/2017	Office Supplies	Office Supplies	100-120-400410	39.55
Quill Corporation	11/06/2017	office supplies	Office Supplies	100-110-400410	23.99
Quill Corporation	11/06/2017	office supplies	Office Supplies	100-110-400410	23.16
Quill Corporation	11/06/2017	office supplies	Office Supplies	100-110-400410	25.98
Quill Corporation	11/06/2017	office supplies	Office Supplies	100-110-400410	8.95
Quill Corporation	11/06/2017	office supplies	Office Supplies	100-110-400410	183.98
Vendor 0100 - Quill Corporation Total:					446.36
Vendor: 0108 - Rose Hill Bank - S					
Rose Hill Bank - S	10/20/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	3,104.97
Rose Hill Bank - S	10/20/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	949.96
Rose Hill Bank - S	10/20/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	4,061.90
Rose Hill Bank - S	10/20/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	338.50
Rose Hill Bank - S	10/20/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	319.15
Rose Hill Bank - S	10/20/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	79.16
Rose Hill Bank - S	11/03/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	337.36
Rose Hill Bank - S	11/03/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	319.23
Rose Hill Bank - S	11/03/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	78.90
Rose Hill Bank - S	11/03/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	2,503.73
Rose Hill Bank - S	11/03/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	833.98
Rose Hill Bank - S	11/03/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	3,565.98
Vendor 0108 - Rose Hill Bank - S Total:					16,492.82
Vendor: 0105 - Rose Hill Community Library					
Rose Hill Community Library	11/06/2017	Tax appropriation	Library Appropriation	101-110-400913	1,911.33
Vendor 0105 - Rose Hill Community Library Total:					1,911.33
Vendor: 0107 - Rose Hill Reporter					
Rose Hill Reporter	11/06/2017	Public Notices	Public Notices	100-110-400360	239.40
Vendor 0107 - Rose Hill Reporter Total:					239.40
Vendor: 0109 - Rose Hill Veterinary Clinic					
Rose Hill Veterinary Clinic	11/06/2017	Animal control services	Animal Control	100-120-400385	825.00
Vendor 0109 - Rose Hill Veterinary Clinic Total:					825.00
Vendor: 3390 - Rose Hill Veterinary Health Center					
Rose Hill Veterinary Health Center	11/06/2017	K-9 Booster	K9 Unit	100-120-400386	25.00
Vendor 3390 - Rose Hill Veterinary Health Center Total:					25.00
Vendor: 2793 - State of Kansas					
State of Kansas	10/20/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	1,272.29
State of Kansas	10/20/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	90.24
State of Kansas	11/03/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	92.17
State of Kansas	11/03/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	1,048.29
Vendor 2793 - State of Kansas Total:					2,502.99
Vendor: 2771 - Sunflower Bank					
Sunflower Bank	10/20/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	120.00

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Sunflower Bank	11/03/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	120.00
Vendor 2771 - Sunflower Bank Total:					240.00
Vendor: 3190 - TK Fast, Inc.					
TK Fast, Inc.	11/06/2017	Monthly computer maintenance	Computer Services	100-110-400320	600.00
TK Fast, Inc.	11/06/2017	Monthly computer maintenance	Computer Services	112-112-400320	200.00
TK Fast, Inc.	11/06/2017	Monthly computer maintenance	Computer Services	113-113-400320	200.00
TK Fast, Inc.	11/06/2017	Monthly off-site backup	Computer Services	100-110-400320	165.00
TK Fast, Inc.	11/06/2017	Monthly off-site backup	Computer Services	112-112-400320	55.00
TK Fast, Inc.	11/06/2017	Monthly off-site backup	Computer Services	113-113-400320	55.00
TK Fast, Inc.	11/06/2017	Annual Domain Certificate License	Computer Services	100-110-400320	85.00
TK Fast, Inc.	11/06/2017	Annual Domain Certificate License	Computer Services	112-112-400320	82.50
TK Fast, Inc.	11/06/2017	Annual Domain Certificate License	Computer Services	113-113-400320	82.50
Vendor 3190 - TK Fast, Inc. Total:					1,525.00
Vendor: 2458 - Tyler Technologies, Inc.					
Tyler Technologies, Inc.	11/06/2017	Incode Court - online setup & annual fee	Operating Equipment	100-121-400235	1,700.00
Vendor 2458 - Tyler Technologies, Inc. Total:					1,700.00
Vendor: 3272 - U.S. Bancorp					
U.S. Bancorp	11/06/2017	Water Meter Contract Payment # 4	Principal Payments	112-112-400602	44,959.22
U.S. Bancorp	11/06/2017	Water Meter Contract Payment # 4	Interest Payments	112-112-400612	3,143.02
Vendor 3272 - U.S. Bancorp Total:					48,102.24
Vendor: 3281 - United Healthcare					
United Healthcare	11/06/2017	Health Insurance Premiums	Cafeteria Plan Withholding	114-110-100210	8,966.39
Vendor 3281 - United Healthcare Total:					8,966.39
Vendor: 3267 - Validity Screening Solutions					
Validity Screening Solutions	11/06/2017	Pre-employment screening	Professional Services	100-120-400310	64.10
Vendor 3267 - Validity Screening Solutions Total:					64.10
Vendor: 1561 - VISA - First Bankcard Center					
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Training supplies		100-110-400230	1,416.71
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Operating Supplies supplies		100-110-400395	53.18
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Fuel supplies		100-120-400225	33.95
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Training supplies		100-120-400230	1,558.41
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Uniforms and Service supplies		100-120-400375	492.20
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Reserve Officers supplies		100-120-400387	240.69
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Operating Supplies supplies		100-120-400395	35.80
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Operating Supplies supplies		100-140-400395	171.81
VISA - First Bankcard Center	11/06/2017	IACP and ICMA training plus misc Operating Supplies supplies		113-113-400395	72.41
Vendor 1561 - VISA - First Bankcard Center Total:					4,075.16
Vendor: 3060 - Vision Care Direct					
Vision Care Direct	11/06/2017	Vision Care Premiums	Cafeteria Plan Withholding	114-110-100210	288.56
Vendor 3060 - Vision Care Direct Total:					288.56

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 3196 - WAMPO					
WAMPO	11/06/2017	Planning Walkable Places Project ROW/Beautification		100-170-400510	15,910.00
Vendor 3196 - WAMPO Total:					15,910.00
Vendor: 1500 - Wichita Tractor Co.					
Wichita Tractor Co.	11/06/2017	Bad Boy Mower Coolant Repair	Equipment Repair	100-130-400290	81.75
Wichita Tractor Co.	11/06/2017	Bad Boy Mower Coolant Repair	Equipment Repair	100-140-400290	81.75
Wichita Tractor Co.	11/06/2017	Bad Boy Mower Coolant Repair	Equipment Repair	112-112-400290	81.75
Wichita Tractor Co.	11/06/2017	Bad Boy Mower Coolant Repair	Equipment Repair	113-113-400290	81.75
Vendor 1500 - Wichita Tractor Co. Total:					327.00
Grand Total:					151,926.93

Rose Hill City Council Packet

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	38,967.27
101 - LIBRARY FUND	1,911.33
112 - WATER UTILITY	53,413.77
113 - SEWER UTILITY	12,940.70
114 - PAYROLL WITHHOLDING	44,693.86
Grand Total:	151,926.93

Account Summary

Account Number	Account Name	Payment Amount
100-110-400102	Engineering Services	50.00
100-110-400213	Recycling Fees	420.00
100-110-400216	Copier Expense	394.86
100-110-400230	Training	1,656.71
100-110-400240	Membership Fees & Dues	25.00
100-110-400310	Professional Services	143.14
100-110-400320	Computer Services	850.00
100-110-400360	Public Notices	239.40
100-110-400395	Operating Supplies	145.13
100-110-400400	Miscellaneous	119.95
100-110-400410	Office Supplies	351.82
100-120-400214	Storm Sirens	32.64
100-120-400216	Copier Expense	140.24
100-120-400225	Fuel	901.95
100-120-400230	Training	1,935.54
100-120-400295	Vehicle Repair & Mainten...	97.00
100-120-400310	Professional Services	388.46
100-120-400365	Prisoner Housing	245.00
100-120-400375	Uniforms and Service	492.20
100-120-400385	Animal Control	825.00
100-120-400386	K9 Unit	25.00
100-120-400387	Reserve Officers	240.69
100-120-400395	Operating Supplies	176.10
100-120-400400	Miscellaneous	77.40
100-120-400410	Office Supplies	39.55
100-120-400912	Vehicle Lease Payments	5,101.96
100-121-400235	Operating Equipment	1,700.00
100-121-400413	Court Fees to State (Corre...	295.15
100-130-400225	Fuel	295.04
100-130-400290	Equipment Repair	1,471.25
100-130-400295	Vehicle Repair & Mainten...	474.13
100-130-400310	Professional Services	77.22
100-130-400395	Operating Supplies	420.10
100-130-400420	Infrastructure	69.25
100-140-400210	Electricity	780.97
100-140-400225	Fuel	295.07
100-140-400290	Equipment Repair	139.25
100-140-400295	Vehicle Repair & Mainten...	474.09
100-140-400310	Professional Services	65.73
100-140-400395	Operating Supplies	521.25
100-140-400420	Infrastructure	69.25
100-160-400310	Professional Services	500.00
100-170-400501	Street Lights	294.78
100-170-400510	ROW/Beautification	15,910.00
101-110-400913	Library Appropriation	1,911.33
112-112-400210	Electricity	342.99
112-112-400212	Internet Service	162.64
112-112-400225	Fuel	283.03

Rose Hill City Council Packet

Account Summary

Account Number	Account Name	Payment Amount
112-112-400240	Membership Fees & Dues	20.00
112-112-400270	Postage	455.00
112-112-400290	Equipment Repair	139.25
112-112-400295	Vehicle Repair & Mainten...	512.09
112-112-400310	Professional Services	401.18
112-112-400320	Computer Services	337.50
112-112-400395	Operating Supplies	199.31
112-112-400396	Water meter supplies	303.85
112-112-400411	WATER PROTECTION FEE ...	1,690.44
112-112-400420	Infrastructure	69.25
112-112-400602	Principal Payments	44,959.22
112-112-400612	Interest Payments	3,143.02
112-112-400775	LABORATORY FEES	395.00
113-110-400216	Copier Expense	65.72
113-113-400210	Electricity	3,692.23
113-113-400225	Fuel	283.03
113-113-400235	Operating Equipment	2,815.34
113-113-400270	Postage	455.00
113-113-400290	Equipment Repair	139.25
113-113-400295	Vehicle Repair & Mainten...	512.09
113-113-400310	Professional Services	3,479.12
113-113-400320	Computer Services	337.50
113-113-400395	Operating Supplies	502.17
113-113-400420	Infrastructure	69.25
113-113-400775	LABORATORY FEES	590.00
114-110-100210	Cafeteria Plan Withholding	12,190.11
114-110-100220	Deferred Compensation	2,039.96
114-110-100300	FEDERAL W/H TAX PAYAB...	6,247.08
114-110-100310	FICA W/H TAX PAYABLE	10,245.74
114-110-100320	STATE W/H TAX PAYABLE	2,502.99
114-110-100350	RETIREMENT WITHHOLDI...	10,690.22
114-110-100400	MISCELLANEOUS DEDUCT...	777.76
Grand Total:		151,926.93

Project Account Summary

Project Account Key	Payment Amount
None	151,926.93
Grand Total:	151,926.93

Austin Gilley

From: Dillan Curtis
Sent: Monday, October 23, 2017 10:34 AM
To: Austin Gilley
Subject: Yeager Street Repair Approval
Attachments: 201709 Final Specs sealed.pdf; 20170927 YEAGER ST. GRADING & PAVING FLAT.pdf; 20171023 Yeager Street Repair Project Quotes.pdf; 20170619 WO 1705 Yeager street signed.pdf

Austin,

The Public Works department is seeking approval for Pearson Construction to complete a street repair and grading project on Yeager Street for a cost of \$19,010.00. The project scope, specs, plans and quotes are attached. Only 2 bids were acquired for this project after contacting 7 different companies for bid.

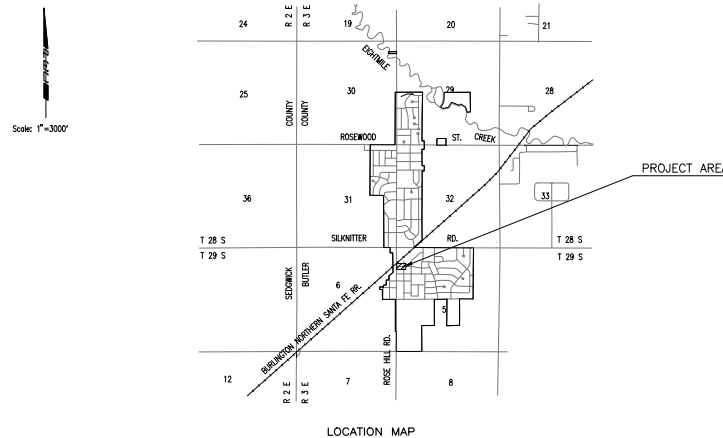
Thanks,

Dillan Curtis
Public Works Superintendent
City of Rose Hill
Po Box 185
Rose Hill, KS, 67133
(316) 776 2712

Rose Hill City Council Packet

ROSE HILL, BUTLER COUNTY, KANSAS
PAVING & GRADING IMPROVEMENTS
FOR
YEAGER STREET
PEC PROJECT NO. 35-170684-000-1770

PUBLIC OFFICIALS
MAYOR – ROGER PERRY
CITY COUNCIL PRES. – ROSS CHAPPELL
CITY COUNCIL – BILL BAKER
JAMES BILBY
DANNY CUNNINGHAM
BETH POMPA
CITY CLERK – KELLY MENDOZA
CITY ADMINISTRATOR – AUSTIN GILLEY



INDEX OF SHEETS

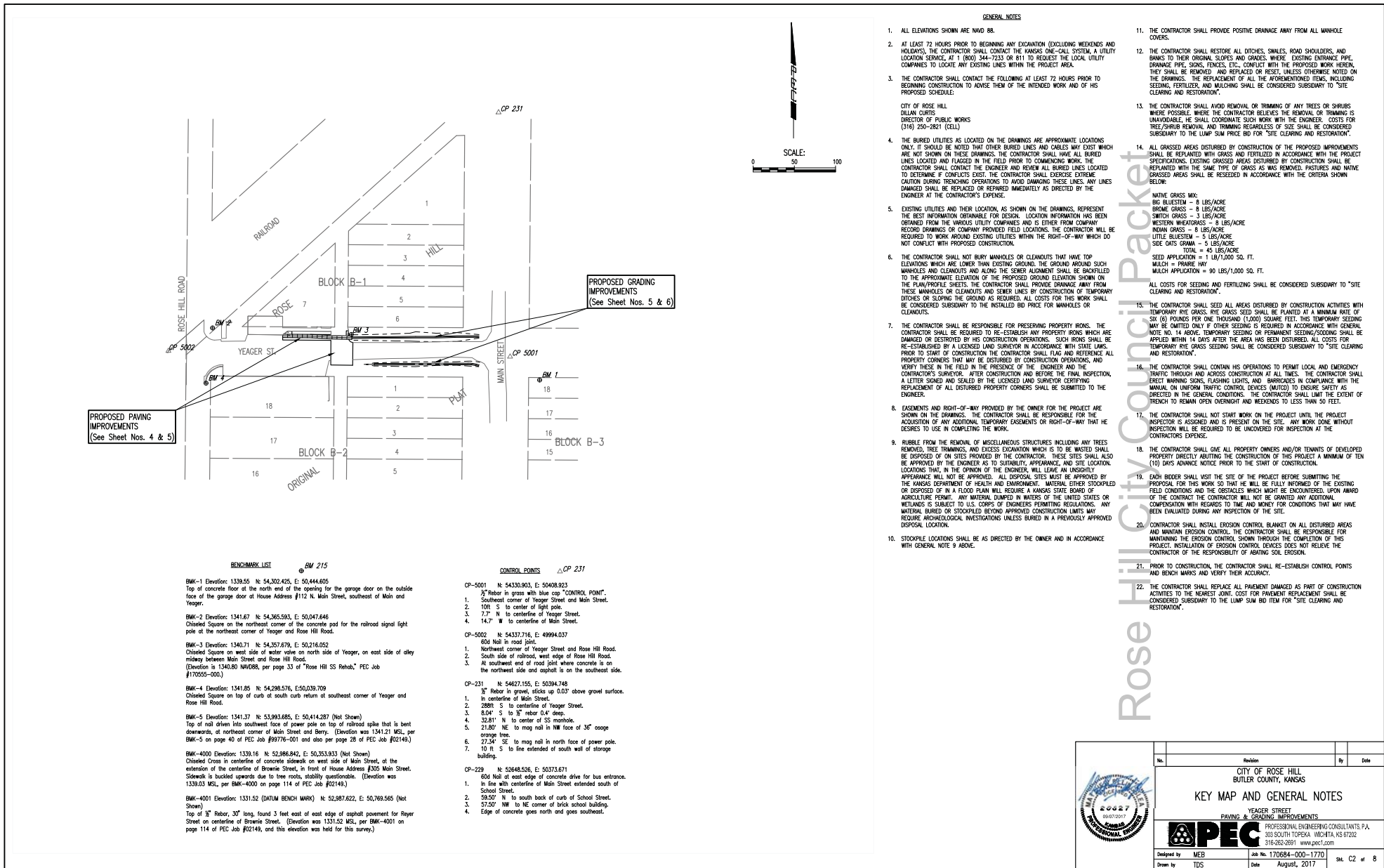
1. TITLE SHEET
2. KEY MAP AND GENERAL NOTES
3. EXISTING CONDITIONS
4. DEMOLITION PLAN
5. PAVING, GRADING, AND GEOMETRY PLAN
6. VALLEY GUTTER AND DITCH PROFILES
7. MISCELLANEOUS DETAILS
8. EROSION CONTROL DETAILS

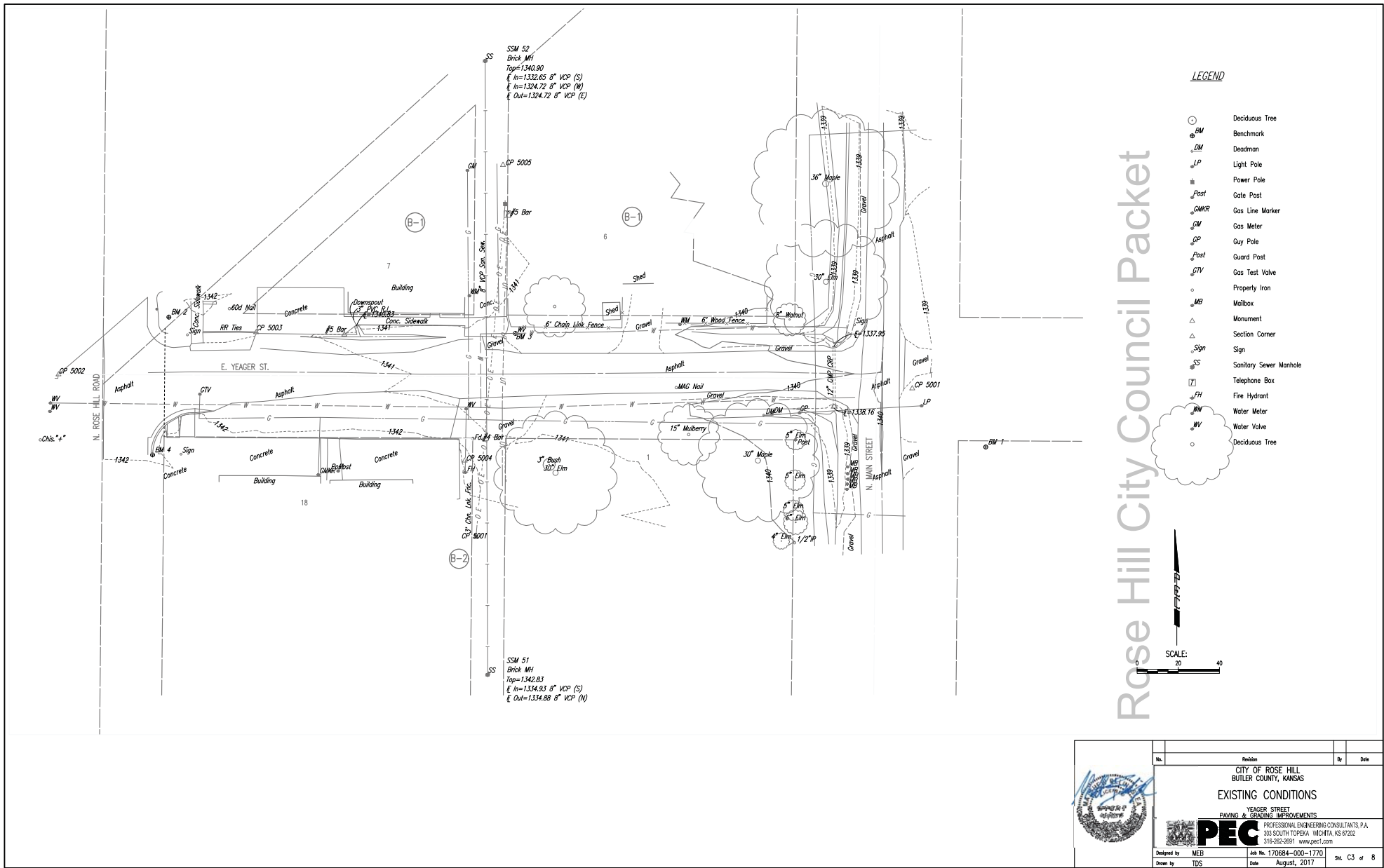
AUGUST 2017

PLANS PREPARED BY
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS



Rose Hill City Council Packet





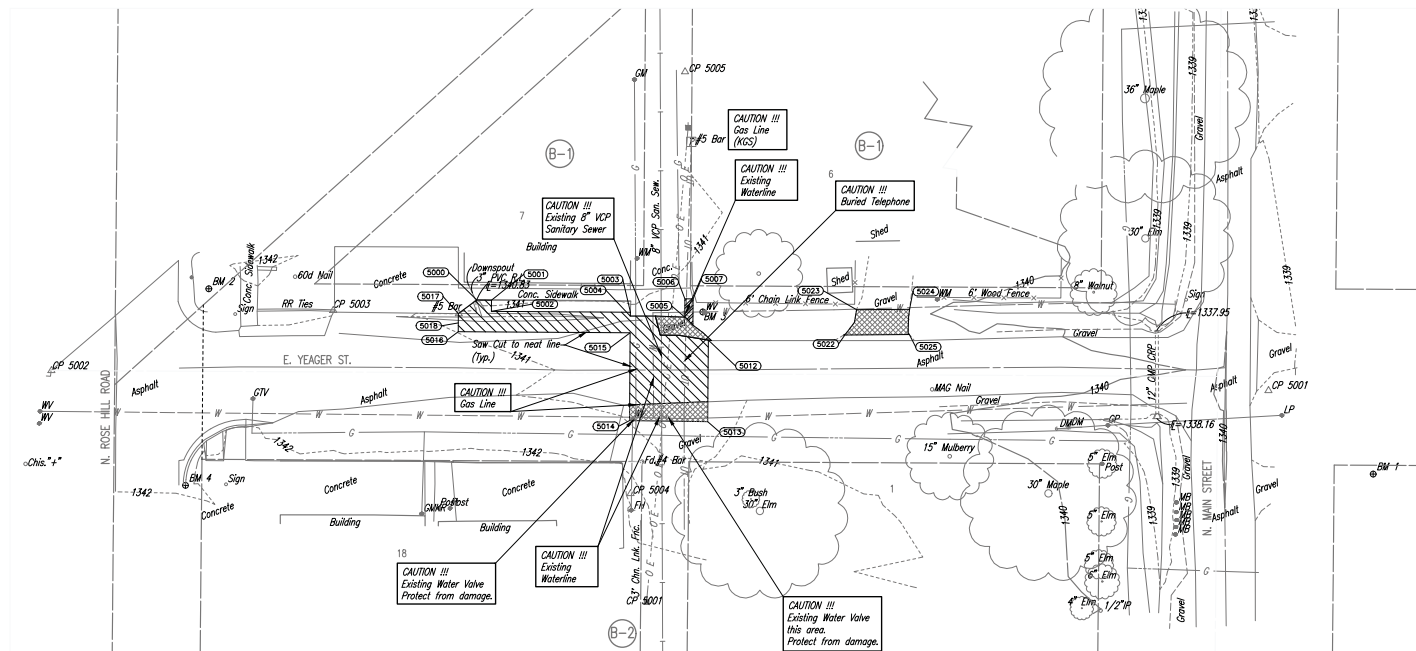
Rose Hill City Council Packet

LEGEND

- Deciduous Tree
- BM Benchmark
- DM Deadman
- LP Light Pole
- Power Pole
- Gate Post
- GMR Gas Line Marker
- GM Gas Meter
- GP Guy Pole
- Guard Post
- GTV Gas Test Valve
- Property Iron
- MB Mailbox
- Monument
- Section Corner
- Sign
- SS Sanitary Sewer Manhole
- Telephone Box
- FH Fire Hydrant
- WM Water Meter
- WV Water Valve
- Deciduous Tree



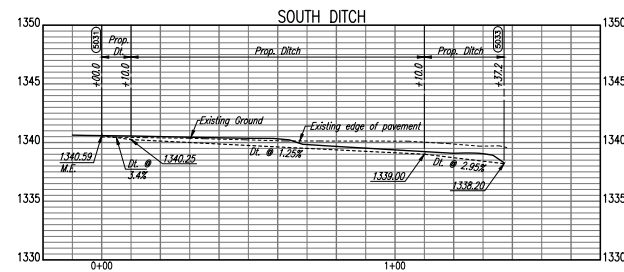
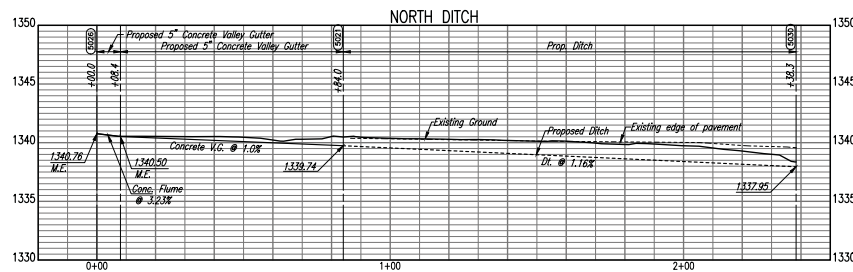
		Revision No. _____ By _____ Date _____	
CITY OF ROSE HILL BUTLER COUNTY, KANSAS EXISTING CONDITIONS YEAGER STREET PAVING & GRADING IMPROVEMENTS			
DESIGNED BY: MEB DRAWN BY: TDS		JOB NO.: 170684-000-1770 DATE: August, 2017	
		SHEET C3 OF 8	



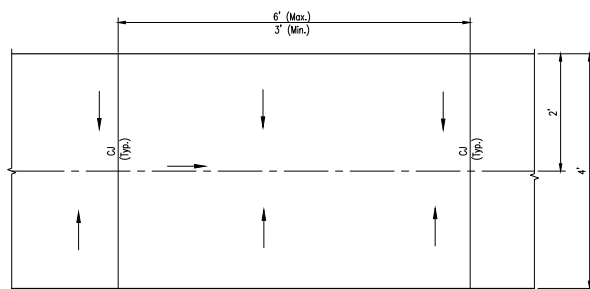
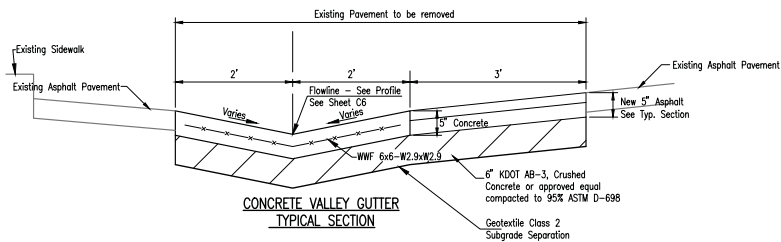
LEGEND

- ASPHALT PAVEMENT REMOVAL
- CONCRETE PAVEMENT REMOVAL
- GRAVEL ROAD/DRIVE REMOVAL
- COORDINATE POINT - See Sheet C5 for Coordinate Table

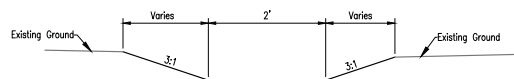
Revision		By	Date
CITY OF ROSE HILL BUTLER COUNTY, KANSAS DEMOLITION PLAN YEAGER STREET PAVING & GRADING IMPROVEMENTS			
PROFESSIONAL ENGINEERING CONSULTANTS P.A. 303 SOUTH TOPEKA - WICHITA, KS 67202 316-263-2691 www.apec1.com			
Designed by	MEB	Job No.	170684-000-1770
Drawn by	TDS	Date	August, 2017
		Sheet	C4 of 8



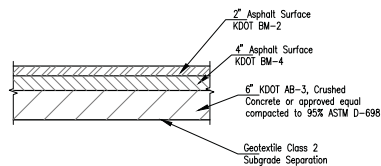
	Revision		By	Date
	CITY OF ROSE HILL BUTLER COUNTY, KANSAS VALLEY GUTTER AND DITCH PROFILES			
	YEAGER STREET PAVING & GRADING IMPROVEMENTS APEC PROFESSIONAL ENGINEERING CONSULTANTS P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-263-2691 www.apec1.com			
	Designed by: MEB Drawn by: TDS	Job No. 170684-000-1770 Date: August, 2017	Sht. C6 of 8	



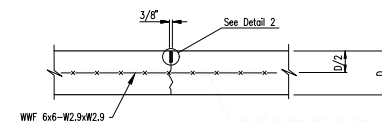
CONCRETE VALLEY GUTTER PLAN



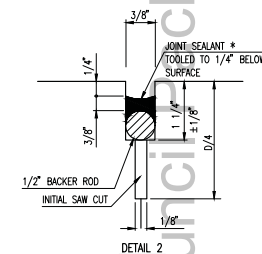
TYPICAL DITCH SECTION



ASPHALT PAVEMENT TYPICAL SECTION



TRANSVERSE CONTRACTION JOINT DETAIL (C.J.)

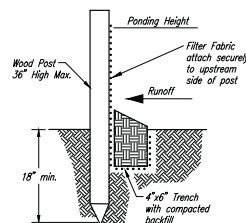


* COLD APPLIED CHEMICALLY CURED JOINT SEALANT
DOW CORNING 888 SILICONE JOINT SEALANT OR
APPROVED EQUAL AS SPECIFIED ON THE KDOT LIST
OF PRE-QUALIFIED MATERIALS.

JOINT SEAL DETAILS

NOTE: ALL JOINTS SHALL BE SEALED.

No.		Revision		By	Date
CITY OF ROSE HILL BUTLER COUNTY, KANSAS MISCELLANEOUS DETAILS YEAGER STREET PAVING & GRADING IMPROVEMENTS APEC PROFESSIONAL ENGINEERING CONSULTANTS P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-263-2691 www.apec1.com Designed by MEB Job No. 170684-000-1770 Sht. C7 of 8 Drawn by TDS Date August, 2017					



SILT FENCE BARRIERS

Material Specification:

Silt fence fabric should conform to the AASHTO M288 96 silt fence specification. The posts used to support the silt fence fabric should be a hardwood material with the following minimum dimensions: 2" square (nominal) by 4' long. Silt fence fabric should be attached to the wooden posts with staples, wire, zip ties, or nails.

Placement:

A slope barrier should be used at the toe of a slope when a ditch does not exist. The slope barrier should be placed on nearly level ground 5' to 10' away from the toe of a slope. The barrier is placed away from the toe of the slope to provide adequate storage for settling out sediment.

When practicable, silt fence slope barriers should be placed along contours to avoid a concentration of flow.

Silt fence slope barriers can also be placed along right-of-way fence lines to keep sediment from crossing onto adjacent property. When placed in this manner, the slope barrier will not likely follow contours.

Proper installation method:

Excavate a trench the length of the planned slope barrier that is 6" deep by 4" wide. Make sure that the trench is excavated along a single contour. When practicable, slope barriers should be placed along contours to avoid a concentration of flow. Place the soil on the upslope side of the trench for later use. Roll out a continuous length of silt fence fabric on the downslope side of the trench. Place the edge of the fabric in the trench starting at the top upslope edge. Line all three sides of the trench with the fabric. Backfill over the fabric in the trench with the excavated soil and compact. After filling the trench, approximately 24" to 36" of silt-fence fabric should remain exposed. Lay the exposed silt fence upslope of the trench to clear an area for driving in the posts. Just downslope of the trench, drive posts into the ground to a depth of at least 18". Place posts no more than 4' apart. Attach the silt fence to the anchored post with staples, wire, zip ties, or nails.

List of common placement/installation mistakes to avoid:

When practicable, do not place silt fence slope barriers across contours. Slope barriers should be placed along contours to avoid a concentration of flow. When the flow concentrates, it overtops the barrier and the silt fence slope barrier quickly deteriorates. Do not place silt-fence posts on the upslope side of the silt fence fabric. In this configuration, the force of the water is not restricted by the posts, but only by the staples (wire, zip ties, nails, etc.). The silt fence will rip and fail. Do not place silt fence slope barriers in areas with shallow soils underlain by rock. If the barrier is not sufficiently anchored, it will wash out. Silt fence slope barriers must be dug into the ground-silt fence at ground level does not work because water will flow underneath.

Inspection and Maintenance:

Silt fence slope barriers should be inspected every 7 days and within 24 hours of a rainfall of 1/2" or more. The following is a list of questions that should be addressed during each inspection:

Are there any points along the slope barrier where water is concentrating?
Does water flow under the slope barrier?
Do the silt fences sag excessively?
Has the silt fence torn or become detached from the posts?
Does sediment need to be removed from behind the slope barrier?

No.		Revision		By	Date
<p>CITY OF ROSE HILL BUTLER COUNTY, KANSAS</p> <p>EROSION CONTROL DETAILS</p> <p>PAVING & GRADING IMPROVEMENTS YEAGER STREET</p> <p>PEC PROFESSIONAL ENGINEERING CONSULTANTS P.A. 303 SOUTH TOPEKA MEDITA, KS 67202 316-263-2691 www.pec1.com</p>					
Designed by	MEB	Job No.	170684-000-1770	Sht.	C8 of 8
Drawn by	TDS	Date	August, 2017		



821 E. 25th Street
Wichita, KS 67219
p: 316-263-3100
f: 316-263-3071
pearsonexcavating.com

To:	City of Rose Hill	Contact:	Dillan Curtis
Address:	Rose Hill, KS	Phone:	
		Fax:	
Project Name:	Yeager Street - Rose Hill	Bid Number:	1710-014
Project Location:		Bid Date:	10/18/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$2,250.00	\$2,250.00
2	Demolition	1.00	LS	\$2,200.00	\$2,200.00
3	Earthwork/Grading	1.00	LS	\$3,000.00	\$3,000.00
4	Concrete Pavement (6")	41.00	SY	\$80.00	\$3,280.00
5	Asphalt Pavement	115.00	SY	\$52.00	\$5,980.00
6	Seeding	1.00	LS	\$1,200.00	\$1,200.00
7	Staking	1.00	LS	\$1,100.00	\$1,100.00

Total Bid Price: \$19,010.00

Notes:

- The above price does not include Performance and Payment Bonds. Add 1.00 % if required.
- Sales tax excluded
- Erosion control excluded
- Soils testing excluded
- Barricades / traffic control excluded
- Seeding included.....as an allowance
- Staking and Layout included.....as an allowance
- Acknowledge Addendum 0
- The above price is good for 30 days

Payment Terms:

Payment: Net 30 Days

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pearson Construction, LLC

Authorized Signature: _____

Estimator: Brian Boutwell
316-263-3100 bboutwell@pearsonconstructionllc.com

10/17/2017 2:08:45 PM

Page 1 of 1



City of Rosehill
125 W Rosewood
Rosehill, KS 67133
Dillan Curtis

Contact: Chris Baalman
Phone: 316-204-4429

Proposal Date:
10/16/2017

316-776-2712

Estimate is submitted to the following specifications

Description of Work

Total

Proposal for the plans on Yeager Street per Professional Engineering Consultants dated August 2017 stamped by Mathew dated 9/7/2017

Circle C has not included installing or planting any rye grass, native grass, or erosion mat in the above bid.

\$ 26,800.00

Notes:

- * Price above includes one mobilizations. (Add \$ 2,000.00 for additional)
- * Work to be completed in late fall depending on availability of asphalt.

If you have any questions please let me know.

All estimate totals include labor, material, and sales tax. All pricing is valid for 30 days after estimate date. All payments on invoices are due 30 days upon receipt of invoice.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

Austin Gilley

From: Dillan Curtis
Sent: Wednesday, October 18, 2017 3:42 PM
To: Austin Gilley
Subject: Submersible Mixer Purchase Approval
Attachments: 20171018 Submersible Mixer Quotes.pdf

Austin,

The Sewer Department is requesting approval for the purchase of a submersible mixer used in the anoxic process of the WWTF. This mixer is necessary in the de-nitrification process during the Ammonia Removal Process keeping water in suspension, as well as supplying the Mixed Liquor with approximately .50 PPM of D.O. necessary for conversion of nitrites to nitrogen gas.

This mixer has failed during normal operations due to water intrusion into the motor. Three quotes were obtained from three different manufacturers with Flygt being the original equipment installed. The Sewer department is recommending the Wilo Mixer for purchase for the cost savings and the specifications are a direct crossover to the original equipment. Purchase price for the Wilo mixer is 8,309.00.

Thanks,

Dillan Curtis

Public Works Superintendent
City of Rose Hill
Po Box 185
Rose Hill, KS, 67133
(316) 776 2712

Rose Hill City Council Packet



1980 Linn Street
North Kansas City, MO 64116
Phone: 816-221-9944

Estimate

Date	Estimate #
9/6/2017	22469

Name / Address
CITY OF ROSEHILL KS 15385 SW 160th Street Rosehill KS 67133

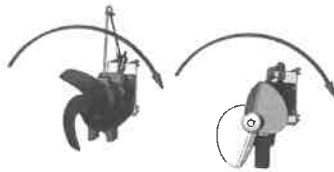
Terms	Rep	FOB	P.O. Number	ATTENTION	Due Date
Net 30	JFH	FACTORY		DILLION	10/6/2017

Item	Description	Qty	Rate	Total
TR60-2.41-4/12	TR60-2.41-4/12, 40' power/control cable, heat/moisture sensor, 4" adaptive frame, Ceram CO exterior coating, foot support	1	6,253.00	6,253.00
Misc	4" FRAME ADAPTIVE FRAME BASED ON CROSS OVER FROM FLYGT MODEL NO PROCESS DATA	1	1,561.00	1,561.00
Freight	Flow rate – approximately 10,000 gallons Thrust – 1440 (Theirs ranged 1200 – 1500) Freight Charge	1	495.00	495.00
<div>Customer to verify that equipment quoted is compatible and will perform in their process. All process conditions are based on customer supplied data.</div>				
Subtotal				\$8,309.00
Sales Tax (0.0%)				\$0.00
Total				\$8,309.00

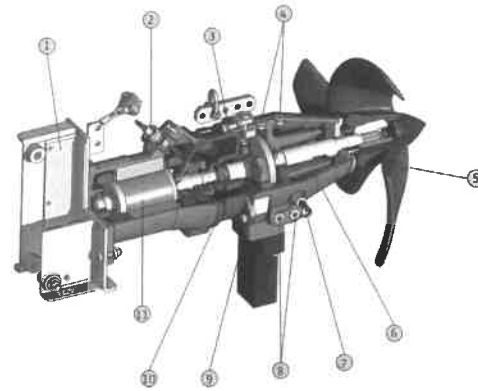


Data sheet: Wilo-EMU TR 60-2.41-4/12

Direction of rotation



Design



1 = frame, 2 = cable, 3 = gear chamber, 4 = oil filler plugs, 5 = propeller, 6 = prechamber, 7 = sealing chamber monitoring (optional), 8 = oil drain plugs, 9 = planetary gear, 10 = sealing chamber, 11 = motor

Unit		
Power consumption	$P_{1,1}$	6.57 hp
Power consumption	$P_{1,1}$	4.9 kW
Max. thrust	F	1440 N
Weight of unit	m	245 lbs
Weight of unit	m	111 kg
Max. weight*	m	320 lbs
Max. weight*	m	145 kg
Explosion protection	FM, CSA	
Ex classification FM	CLASS I, DIV. 1, GROUPS C, D; CLASS II, DIV. 1, GROUPS E, F, G; CLASS III	
Protection class	IP 68	

Motor data		
Type of motor	T 17-4/12R (Ex)	
Motor type	Submersible motor according to DIN/VDE 0530 (IEC 34)	
Mains connection	3~460 V, 60 Hz	
Nominal current	I_N	10.30 A
Starting current - direct	I_A	45 A
Starting current - star-delta	I_A	15 A
Power consumption	P_1	9.5 hp
Power consumption	P_1	7.10 kW
Nominal motor power	P_2	7.4 hp
Nominal motor power	P_2	5.50 kW
Nominal speed	n	1680 rpm
Efficiency	η_M	0.78
Power factor	$\cos \varphi$	0.86
Fluid temperature	T	37 ... 104 °F
Fluid temperature	T	+3 ... +40 °C
Max. immersion depth	65,620 ft	
Max. immersion depth	20 m	
City of Rose Hill KS	F	
Max. switching frequency/h	15	
min. switching break	min	3

Gear	
Gear construction type	m 2.0 as per DIN 780/P10 (ISO 54); Sun and planetary gears case hardened and sanded, internal gear butt-jointed
Gear bearings	Three needle bearing (planetary), one two-row inclined ball bearing and one grooved ball bearing (output shaft)
Service life L_{h10}	> 100000 operating hours, ISO 281

Propeller	
Propeller model	3-blade propeller with self-cleaning hub; backward-curved as a result clogging- and entwining-free
Nominal propeller diameter	600 mm
Propeller speed	n 401 rpm
Transmission ratio	4.25

Materials	
Gear housing	EN-GJL 250
Planetary gear	1.7131
Hollow gear	1.5216
Sun gear	1.7131
Drive shift	1.4462
Static seal	FPM
Seal, gear chamber/prechamber	FPM
Seal, gear/sealing chamber	SiC/SiC
Sealing on motor side	FPM
Propeller	PUR

Fill quantities and types	
Filling prechamber	CLP transmission oil, ISO VG 220
Filling volume prechamber	V 0.32 gal (US)
Filling volume prechamber	V 1.20 l



Data sheet: Wilo-EMU TR 60-2.41-4/12

Starting torque	M	67 Nm
Moment of inertia		0.0108000 kg/m ²
Motor bearings		1 grooved ball bearing, 1 two-row inclined ball bearing

Filling gear chamber		CLP transmission oil, ISO VG 220
Fill quantity gear chamber	V	0.13 gal (US)
Fill quantity gear chamber	V	0.50 l
Filling sealing chamber		White oil
Fill level sealing chamber	V	0.29 gal (US)
Fill level sealing chamber	V	1.10 l

Rose Hill City Council Packet

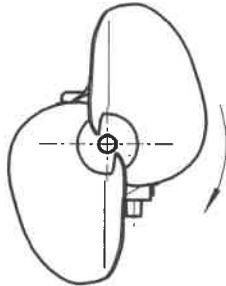


UNIPROP TR 60-2

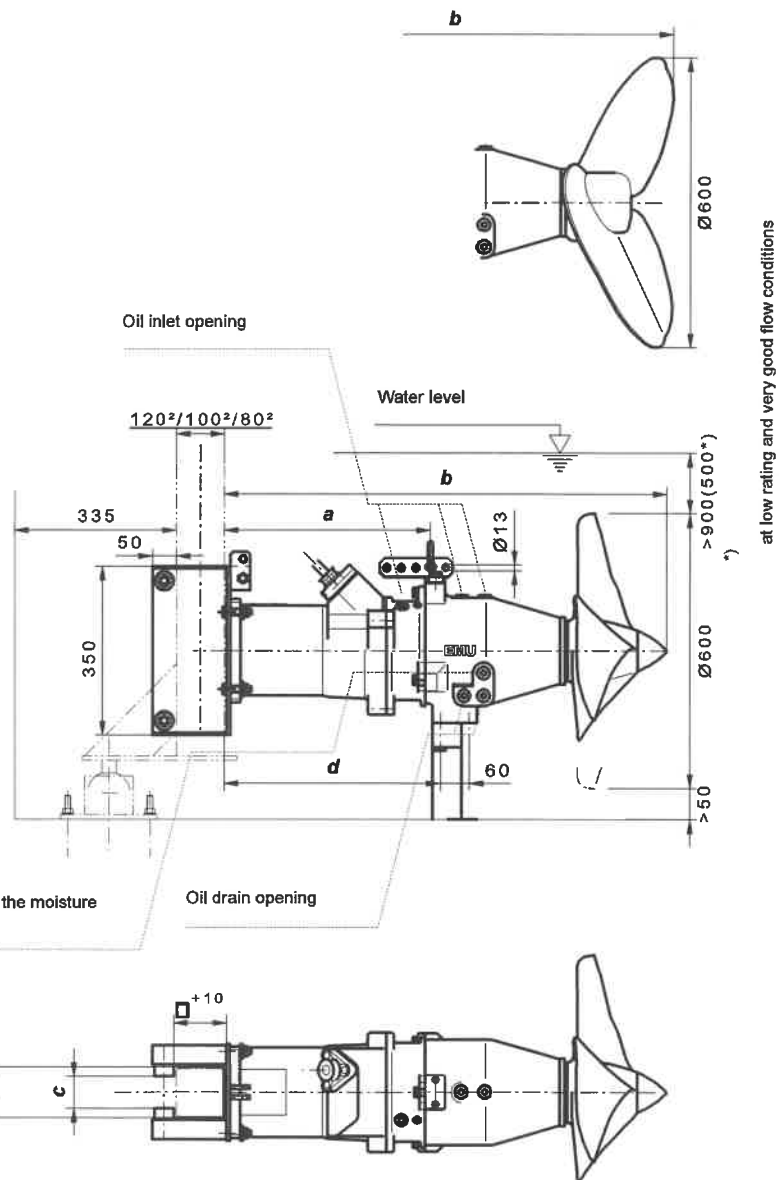
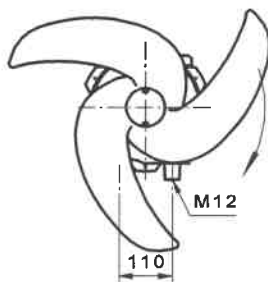


Dimensions of Submersible mixer UNIPROP TR 60-2
UNIPROP TR 60-2

2-blade steel propeller



3-blade PUR propeller



at low rating and very good flow conditions

Include auxiliary lifting device 250kg for all types!

Motor	.../ 8		.../ 12		.../ 16		.../ 22+24	
Guide pipe	80x80	100x100	80x80	100x100	80x80	100x100	100x100	120x120
c	45	65	45	65	45	65	65	85
d	374	374	409	409	447	477	557	557

Motor	8		.../ 12		.../ 16		.../ 22+24	
Propeller	3-fl. PUR	2-fl. Stahl	3-fl. PUR	2-fl. Stahl	3-fl. PUR	2-fl. Stahl	3-fl. PUR	2-fl. Stahl
a	295	325	330	360	340	340	360	360
b	842	880	877	915	915	950	995	1030
Weight	103 kg	112 kg	111 kg	120 kg	122 kg	131 kg	130 kg	139 kg

Customer: City of Rose Hill, KS Contact : Dillan Curtis Date: 08/30/2017 Phone: 316-776-2712 Fax: 316-776-3006 Project: Quote Number: 7001917	Fluid Equipment - Municipal 318 Broadway Kansas City, MO 64105 Phone: 816-795-8511 Fax: 816-795-8926	 FLUID EQUIPMENT <small>A COGENT COMPANY</small>
--	---	---

Dear Dillan,

We are pleased to offer the following quote as requested.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
1	1.00	0046504120030 ■ New Model Number Replaces 4650.410-2884 SR125803SF 8.3 HP/460V/ 3 PH 50' 304 + FLS	14,035.00	\$14,035.00

Shipment: 8 - 10 week(s) after receipt of P.O.

FOB Point: Shipping Point

Terms of Payment Net 30

Freight: Best Way - PPD/ADD

Quote Validity: 30 Days

We look forward to working with you on the current and future applications. Should you have any questions in regards to this quote or if we can be of any further assistance, please do not hesitate to contact us.

Salesrep:

Jeff Ubben

jubben@fluidequip.com

816-795-8511

Rose Hill City Council Packet

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 other 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 testing.

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 of 1-1/2% 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.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

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 any 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 or 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 fax a copy of the proposal back 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 January 2015



ENGINEERED TO LAST

October 11, 2017

Project: Rose Hill, KS
Contact: Mike Rudy
Company: Environmental Process Equipment Company
Address: 2250 N. Rock Rd.
Suite 118-253
Wichita, KS 67226
Phone: (316) 866-2888
Fax: (316) 305-7839
Email: mrudy@epecwater.com

Reference: Landia Project No. 63999

Mr. Rudy:

Thank you for your interest in the Landia Submersible Mixer and its application in the Rose Hill, KS project. Landia has selected the model POP-I Submersible Mixer as its choice for the requirements of the application. The Landia mixers with their high-quality energy-efficient design, corrosion-resistant materials, and proven performance will provide an overall cost-efficient solution.

Landia has over 3,000 mixers and pumps installed in the United States and over 35,000 installed worldwide, with 80+ years of experience in the design and manufacture of high-quality precision-engineered equipment. Our customer support staff includes knowledgeable, experienced engineers who provide reliable cost-effective solutions. These solutions are customized to meet the requirements of each application, as opposed to an off-the-shelf product. Landia's solutions provide long-term value and personalized customer support, and go beyond the concept of lowest initial cost.

Requirements for Submersible Mixer Anoxic Tank

Tank Dimensions: 62' diameter x 47' deep; 12' SWD

Mixed Liquid: Municipal Sludge

Mixer Application: Mix the contents of the tank.

Landia, Inc.

111 Triangle Trade Drive
Cary, North Carolina 27513

Phone: 919-466-0603

Fax: 919-460-1666

Email: info@landiainc.com

Website: www.landiainc.com

Rose Hill City Council Packet



Quotation for Submersible Mixer

One (1) Mixer, model POP-I 9.0 HP-180, 3ph/460V/60Hz, is equipped with the following:

- Thermal Sensors in the Windings
- Stainless Steel Propeller
- 30' Power Cable
- 2-Component Epoxy Coating
- Polypropylene Cable Mesh
- Stainless Steel Suspension/Lifting Bracket
- Sliding Console with Foot

Principal drawing no. 63999-I-01

Price per one (1) unit includes the above equipment.....\$21,100.00

Please note the following:

- The mixer must be completely submerged while operating.
- The foot will be manufactured to fit the existing guide rail.

Startup and training by Landia (one trip / one day)\$1,500.00

Total price.....\$22,600.00

Items not Included

- | | |
|---|-------------------------|
| • VFD | • Control Panel |
| • Installation | • Anchor Bolts |
| • Field Wiring | • Explosion-Proof Motor |
| • Junction Boxes | • Seal Control |
| • Starters | • Relay |
| • Hatches | • Field Testing |
| • Conduits | • Spares |
| • Valves | • Guide Pipe Assembly |
| • Any other device, equipment, materials or labor not specifically called out in this proposal. | |

Additional Information

- **Our prices include duty and freight to Rose Hill, KS.**
- We do not collect and are not responsible for any sales and use taxes. If these taxes are applicable, you are responsible for remitting them directly to your state's Department of Revenue.
- Prices valid for 60 days from proposal date.
- Payment conditions will be defined at the time of the order and may include a down payment prior to shipping.
- Delivery: 10-12 weeks after drawing approval, if required. Allow 3-5 weeks for submittals after receipt of purchase order.

- We are pleased to attach the following documents:
 - Principal Drawing no. 63999-I-01
 - Technical Data Sheet
 - General Terms of Sales and Delivery

Mixer recommendation is based on the information available to Landia as of the date of this proposal. We reserve the right to make any necessary alterations to the information stated above when this offer becomes a firm order.

We trust our proposal is of interest and look forward to hearing from you.

Sincerely,



Art Savage
Regional Sales Manager
Mobile: 919.592.9955
Email: asa@landiainc.com

ASA/RLR/cas

Enclosures

Rose Hill City Council Packet

Technical Data Sheet

Page 1/1

Article no. 1128305 Submersible Mixer Model POP-I 9.0 HP - 180

Manufacturer	LANDIA	
Type	POP-I	
Propeller revolutions	173 rpm	
Propeller diameter	38 inches	
Motor series	132	
Weight	460 lb.	
Electrical cable	10×AWG 10	
Controls	Thermal sensors 120° C	
Option.....	Seal control	□
Exterior seal set	3 pcs of Nitrile lip seals plus coated stainless steel wear bush	
Interior seal set (motor/oil chamber)	Mechanical shaft seal silicon carbide/silicon carbide	
Motor housing and gear casing.....	Cast iron AISI A48-40B	
Propeller	AISI A 570 GR 50	
Option.....	Stainless steel AISI 304	✓
Bolts and screws.....	Stainless steel AISI 316	
Surface coating.....	Painted	
Option.....	2-component coating	✓

Motor:

Manufacturer	LANDIA	
Type	DM 9.8	
Rated effect.....	9.0 HP	
Revolutions.....	865 rpm	
Phases, voltage, frequency	3 × 460 V, 60 Hz	
Start current direct.....	61 A	
Rated operating current.....	13.5 A	
Power factor cos φ	0.74	
Cage class	IP 68	
Option.....	Class I, Group C & D	□
Insulation class	F	
Minimum voltage required	430 V	

Transmission:

Type	Planetary gear EM 1020 MR 1	
Reduction ratio	1: 5	
Shaft dimension.....	2-1/2 inches	
Calculated service life.....	> 100,000 hours	
Gear shaft	AISI 9840	
Service interval/oil change.....	every 4,300 hours of operation or minimum once every 6 months	
Type of oil	BP Energol GR XP 100	
Quantity of oil	3.2 quarts	
Type of oil for seal control	BP Enersyn SG-XP 220	



We reserve the right to make technical alterations.

Conditions of Sale

Page 1/2

A. Acceptance

This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. In the absence of this, the Buyer's written order will be valid. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

B. Terms

Net due thirty (30) days after the date of invoice unless otherwise stated in the proposal. These terms are subject to approval by our Credit Department. Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Any balance remaining due thirty-one (31) days beyond the due date will be subject to a monthly service fee until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees. The Buyer is responsible for all bank charges and fees in connection with payment. Payment by cheque is not approved until the cheque has been cashed by the Buyer's bank.

C. Taxes & Other Charges

Unless otherwise indicated, no Sales, Use, Retailer's Occupation, Service Occupation, Service Use, or similar taxes and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

D. Warranty

Landia Inc. warrants to Buyer that equipment sold hereunder, of its manufacture, is free from defect in material and workmanship, and is of the kind and quality designated or described herein. This warranty shall run to Buyer and, if applicable, such entity specifically identified in the Primary Contract only, but not to their employees, representatives, agents, customers, assignees, etc., and applies to those technical portions of the Engineer's Specifications only to the extent that they are referred to herein. This warranty shall be in full force and effect at the time of shipment of such equipment for a period of one (1) year from the date of invoice. Landia Inc. undertakes and reserves the right to free of charge to redress at their works or to exchange defect products. The parts replaced transfer automatically to the manufacturer's property and must be returned to them as agreed. Expenses or costs incurred with the return and re-assembly or corresponding arrangements and indirect loss and damage will not be compensated. The obligation of Landia Inc. to replace or redress such defective parts shall be the exclusive remedy hereunder. Buyer must give Landia Inc. notice in writing of any other alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim more than thirty (30) days after the warranty period shall be valid. The warranty extends to replaced parts of Landia Inc.'s manufacture for ninety (90) days or the remainder of the original warranty period applicable to the parts being replaced.

This warranty shall not apply to:

- A. Any equipment which has been subjected to misuse, neglect, or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without Landia Inc.'s specific written consent;

- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in Landia Inc.'s Operator's Manual for such equipment.

No allowances will be made for any such alterations or corrective work done without the specific written consent of Landia Inc. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Landia Inc.'s proposal, is not warranted in any way by Landia Inc. but carries only that manufacturer's warranty, if any.

No representative of Landia Inc. has any authority to waive, alter, vary, or add to the items hereof without prior written approval.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

E. Security Interest

Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

F. Changes & Delays-Cost

If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto.

G. Delays

We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. In the event of such conditions, Landia Inc. is entitled to cancel the order or to extend the time for delivery specified herein during the continuance of such conditions and for a reasonable time thereafter.

H. Claims

Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within eight (8) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Landia Inc. to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LANDIA INC. assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

I. Transportation Expense

Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. Landia Inc. will provide and maintain in responsible insurance companies, at its own expense, insurance against loss and damage to the equipment by fire or other casualty during transportation of the equipment from Landia Inc.'s works and to the final destination of the equipment. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

Conditions of Sale

Page 2/2

J. **Liability**

It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

K. **Liquidated Damages**

If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

L. **Installation Representative**

At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Landia Inc.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All service performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

M. **Cancellation**

Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Landia Inc. against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. Our company may cancel the order prior to or at the time of receiving the final approved drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed. In this event, you will be refunded any and all deposits you have made to us.

N. **Contract**

We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and our company's authorized officer.

O. **Arbitration**

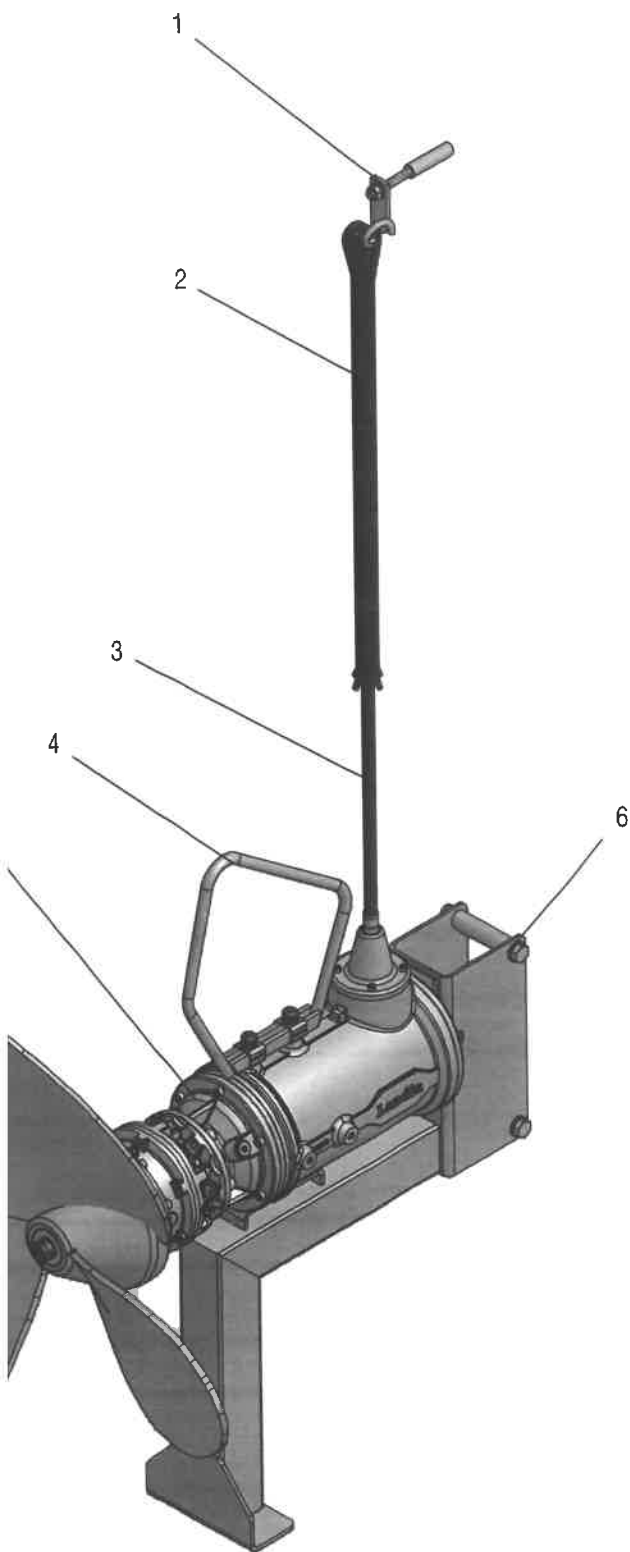
Any controversy or claim arising out of or relating to this transaction shall be settled in Cary NC by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof.

P. **Confidential Information**

All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

Q. **Validity**

Should an individual section of these conditions – regardless of reason – be invalid, this will not affect the validity of the remainder.



All nuts and bolts: AISI 316

All exposed cast iron: 2-comp. epoxy coated

1	Holder for cable mesh	7314090	AISI 304	36A0307
2	Cable mesh	9340058	Nylon-6/6	
3	Cable SOW, 7AWG14, 30'	9300151	Polypropy.	
4	Suspension bracket		AISI 304	
5	POP-I 9.0 HP - 180 rpm.			
6	Sliding console	97001	AISI 304	
Item	Description	Part no.	Material	Dwg. no.

Rev. Date: Remarks: Drw. by: Chk. by:

Landia Inc., 111 Triangle Trade Drive
Cary, NC 27513
Phone.: 919 466 0603
Fax.: 919 460 1666
E-mail: info@landiainc.com
Website: www.landiainc.com

Sign.: Checked by: Date: Status
RLR

Title: Principal Drawing
Replacement mixer on
existing guide rail

Customer:

Austin Gilley

From: Dillan Curtis
Sent: Tuesday, October 31, 2017 2:51 PM
To: Austin Gilley
Subject: Pond Erosion Services Purchase
Attachments: 20170927 Rose Hill Community Pond- sealed drawings 20170927.pdf; 20171031 Pond Erosion Final Quotes.pdf; 20150806 Work Order 1503.pdf

Austin,

The Public Works Department is requesting purchase for the services of BG Lawn and Landscaping to complete the Pond Erosion Project for a cost of \$40,975.00. This is per the Council approved PEC Work Order #1503. A concrete channel will be poured at the inlet of the pond, as well as much needed dirt and drainage work around the pond. The project is being accomplished in partnership with the Rose Hill Recreation Commission, in which they are providing funds of \$20,000 for the project. The quotes, plans and specs are attached to this email.

Thanks,

Dillan Curtis

Public Works Superintendent
City of Rose Hill
Po Box 185
Rose Hill, KS, 67133
(316) 776 2712

Rose Hill City Council Packet

Sheet 06-20-2017 10:06:52 AM in 24M
File Name: 10-06-2017 10:06:52 AM in 24M
Drawing: 10-06-2017 10:06:52 AM in 24M
Drawing: 10-06-2017 10:06:52 AM in 24M



1. ALL ELEVATIONS GIVEN IN THE PLANS ARE BASED ON NAVD83 DATUM.
2. CONTRACTOR SHALL PROVIDE A MINIMUM SEVENTY-TWO (72) HOUR ADVANCE NOTICE (EXCLUDING WEEKENDS AND HOLIDAYS) PRIOR TO BEGINNING ANY EXCAVATION, TO KANSAS ONE-CALL SYSTEM, A UTILITY LOCATION SERVICE, AT 1 (800) 344-7233 TO REQUEST FLAGGING OF ALL BURIED CABLE AND PIPELINES IN THE AREA BY MEMBER UTILITIES.
3. THE CONTRACTOR SHALL ALSO CONTACT THE FOLLOWING AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION.
CITY OF ROSE HILL
PUBLIC WORKS DEPARTMENT
(316) 776-3022
4. THE BURIED UTILITIES AS LOCATED ON THE PLANS ARE APPROXIMATE LOCATIONS ONLY. IT SHOULD BE NOTED THAT OTHER BURIED LINES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL HAVE ALL BURIED LINES LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND REVIEW ALL BURIED LINES LOCATED TO DETERMINE IF COMPLETES EXIST. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING TRENCHING OPERATIONS TO AVOID DAMAGING THESE LINES. ANY LINES DAMAGED SHALL BE REPLACED OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
5. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE PLANS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS EITHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. THE CONTRACTOR WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION.
6. EACH BIDDER SHALL VISIT THE SITE OF THE PROJECT BEFORE SUBMITTING THE PROPOSAL FOR THIS WORK, SO THAT HE WILL BE FULLY INFORMED OF THE EXISTING FIELD CONDITIONS AND THE OBSTACLES WHICH MIGHT BE ENCOUNTERED. UPON AWARD OF THE CONTRACT THE CONTRACTOR WILL NOT BE GRANTED ANY ADDITIONAL COMPENSATION WITH REGARDS TO TIME AND MONEY FOR CONDITIONS THAT MAY HAVE BEEN EVALUATED DURING AN INSPECTION OF THE SITE.
7. THE CONTRACTOR SHALL NOT START WORK ON THE PROJECT UNTIL THE PROJECT INSPECTOR IS ASSIGNED AND IS PRESENT ON THE SITE. ANY WORK DONE WITHOUT INSPECTION WILL BE REQUIRED TO BE UNCOVERED FOR INSPECTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING PROPERTY IRONS. THE CONTRACTOR WILL BE REQUIRED TO RE-ESTABLISH ANY PROPERTY IRONS WHICH ARE DAMAGED OR DESTROYED BY HIS CONSTRUCTION OPERATIONS, OR WHICH ARE COVERED BY 12" OR MORE OF FILL MATERIAL BY THIS PROJECT. SUCH IRONS SHALL BE RE-ESTABLISHED BY A LICENSED LAND SURVEYOR IN ACCORDANCE WITH STATE LAWS AND AT NO ADDITIONAL COST TO THE OWNER.
9. RUBBLE FROM THE REMOVAL OF EXISTING FURNISHMENT OR MISCELLANEOUS STRUCTURES, IF ANY, SHALL BE DISPOSED OF ON SITES TO BE PROVIDED BY THE CONTRACTOR AND APPROVED AS NOTED BELOW.
10. ALL DISPOSAL SITES MUST BE APPROVED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN WOULD REQUIRE A KANSAS STATE BOARD OF AGRICULTURE PERMIT. ANY MATERIAL DUMPED IN WATERS OF THE UNITED STATES OR WETLANDS IS SUBJECT TO U.S. CORPS OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS WOULD REQUIRE ADDITIONAL ARCHEOLOGICAL INVESTIGATIONS UNLESS BURIED IN A PREVIOUSLY APPROVED BORROW LOCATION.

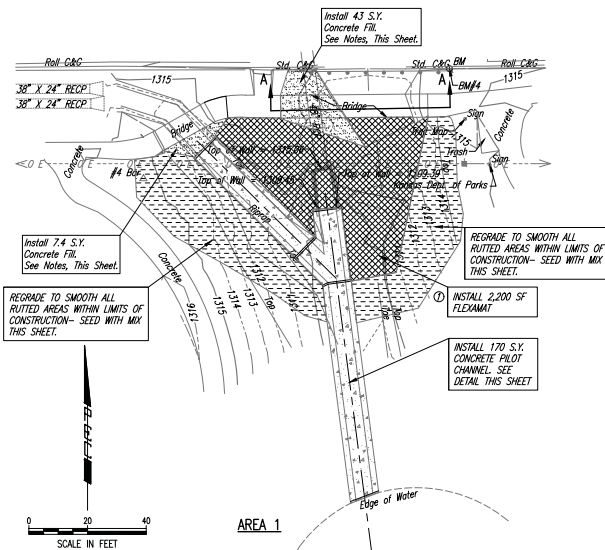
GENERAL NOTES

11. EASEMENTS AND RIGHTS-OF-WAY PROVIDED BY THE OWNER FOR THE PROJECT ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ANY ADDITIONAL TEMPORARY EASEMENTS OR RIGHTS-OF-WAY REQUIRED TO COMPLETE THE WORK.
12. THE CONTRACTOR SHALL GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY ADJACENT TO THE CONSTRUCTION OF THIS PROJECT A MINIMUM OF 10 DAYS ADVANCE NOTICE PRIOR TO START OF CONSTRUCTION IN THE VICINITY OF THE AFFECTED PROPERTY.
13. CONTRACTOR SHALL SUPPLY, INSTALL, AND MAINTAIN CONSTRUCTION TRAFFIC CONTROL DEVICES AS NECESSARY TO PROTECT THE TRAVELING PUBLIC. ALL TRAFFIC CONTROL DEVICES, AND THE INSTALLATION AND USE THEREOF, SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION. ALL DEVICES SHALL BE REFLECTORIZED. CONSTRUCTION TRAFFIC CONTROL SHALL BE SUBSIDIARY TO OTHER BID ITEMS OF WORK.
14. THE LUMP SUM BID ITEM "SITE PREPARATION & RESTORATION" SHALL INCLUDE, BUT NOT BE LIMITED TO STAKING, MOBILIZATION, REMOVAL OF MINOR OBSTRUCTIONS, REMOVAL AND SALVAGE OF CONFLICTING PRIVATE IMPROVEMENTS WITHIN THE PROJECT AREA, MINOR SHAPING AND GRADING OF SLOPES FOR FINISHED APPEARANCE, REMOVAL OF CONSTRUCTION DEBRIS, REMOVAL OF TREES WITHIN CONSTRUCTION LIMITS, AND GENERAL CLEAN-UP.
15. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL RE-ESTABLISH CONTROL POINTS AND BENCH MARKS AND VERIFY THEIR ACCURACY.

Rose Hill City Council

- BM#1 - Chiseled "d" on South Curb of School Street at Center of Section from Rose Hill School S.S. Ext. & Water Main Ext. Elev. 1,316.60 (NAVD 83)
- C (B) - Rose Hill Assumed
- CP101
N: 52,604.9710, E: 52,095.9110
#4 Rebar Set in Grass
1. 37.0' NW to Center S Face 30" Cottenwood
2. 37.0' N to S Back of Curb School Street
3. 8.5' NNE to PI in Concrete Sidewalk
4. 67.6' E to W End Concrete Headwall
- CP102
N: 52,262.4310, E: 52,520.3299
#4 Rebar Set in Grass
1. 29.5' NW to PI in S Edge of Concrete Sidewalk
2. 40.65' ENE to W Corner Chain Link Fence
3. 39.5' W to E Face Light Pole
4. 8.15' ENE to N Face 4" Oak Tree

Revision		By	Date
CITY OF ROSE HILL BUTLER COUNTY, KANSAS KEY MAP AND GENERAL NOTES SCHOOL STREET POND EROSION IMPROVEMENTS			
IPEC PROFESSIONAL ENGINEERING CONSULTANTS P.A. 313 SOUTH TORREKA - WICHITA, KS 67203 316-263-2891 - www.ipec.com			
Designed by: JAC	Job No.: 35-170552-000	Sht. 1 of 3	
Drawn by: R/T	Date: SEPTEMBER 27, 2017		



SUMMARY OF QUANTITIES FOR AREA 1		
NUMBER	ITEM	QUANTITY
1	CONCRETE PILOT CHANNEL	170 S.Y.
2	CONCRETE FILL	30.4 S.Y.
3	REGRADE TO SMOOTH	600 S.Y.
4	FLEXAMAT	2,200 S.F.
5	SEED DISTURBED AREAS	4800 S.F.

SUMMARY OF QUANTITIES FOR AREA 2		
NUMBER	ITEM	QUANTITY
1	TURF REINFORCEMENT MAT	820 S.Y.
2	REGRADE TO SMOOTH	820 S.Y.
3	SEED DISTURBED AREAS	3400 S.F.

SUMMARY OF QUANTITIES FOR AREA 3		
NUMBER	ITEM	QUANTITY
1	TURF REINFORCEMENT MAT	54 S.Y.
2	CHANNEL GRADING	60 S.Y.
3	5YD'S SHOREMAX MAT	6 EA.
4	LIGHT STONE RIPRAP	36 S.Y.
5	SEED DISTURBED AREAS	3600 S.F.

SUMMARY OF QUANTITIES FOR AREA 4		
NUMBER	ITEM	QUANTITY
1	LIGHT STONE RIPRAP	42 S.Y.
2	12" RC END SECTION	1 EA.
3	SEED DISTURBED AREAS	1900 S.F.

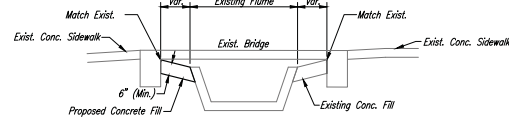
SUMMARY OF QUANTITIES FOR AREA 5		
NUMBER	ITEM	QUANTITY
1	LIGHT STONE RIPRAP	26 S.Y.
2	12" RC END SECTION	1 EA.
3	SEED DISTURBED AREAS	1500 S.F.

FLEXAMAT NOTE

1. INSTALL FLEXAMAT OR APPROVED EQUAL PER MANUFACTURER'S INSTRUCTIONS.
2. PRIOR TO INSTALLING FLEXAMAT, PREPARE THE SUBGRADE AS DETAILED IN THE PLANS. ALL SUBGRADE SURFACES TO BE SMOOTH AND FREE OF ALL ROCKS, STONES, STICKS, ROOTS, AND OTHER PROTRUSIONS OR DEBRIS OF ANY KIND THAT WOULD RESULT IN AN INDIVIDUAL BLOCK BEING RAISED MORE THAN 3/4 IN. ABOVE THE ADJOINING BLOCKS. WHEN SEEDING IS SHOWN ON THE PLANS, PROVIDE SUBGRADE MATERIAL THAT CAN SUSTAIN GROWTH.
3. ENSURE THE PREPARED SUBGRADE PROVIDES A SMOOTH, FIRM, AND UNYIELDING FOUNDATION FOR THE MATS. THE SUBGRADE SHALL BE GRADED INTO A PARABOLIC OR TRAPEZOIDAL SHAPE IN ORDER TO CONCENTRATE FLOW TO MIDDLE OF MAT OR MATS. ADJUST GRADE AS NECESSARY ADJACENT TO CONCRETE SURFACES TO PROVIDE A SEAMLESS FLOW BETWEEN THE TWO PRODUCTS.
4. INSTALL CURLEX II BELOW FLEXAMAT SYSTEM.
5. DISTRIBUTE SEED ON THE PREPARED TOPSOIL SUBGRADE BEFORE INSTALLATION OF THE CONCRETE MATS IN ACCORDANCE WITH THE SPECIFICATIONS.
6. INSTALL MATS TO THE LINE AND GRADE SHOWN ON THE PLANS AND ACCORDING TO THE MANUFACTURER'S GUIDELINES. THE MANUFACTURER OR AUTHORIZED REPRESENTATIVE WILL PROVIDE TECHNICAL ASSISTANCE DURING THE SLOPE PREPARATION AND INSTALLATION OF THE CONCRETE BLOCK MATS AS NEEDED.
7. PROVIDE A MINIMUM 18 IN. DEEP CONCRETE MAT EMBEDMENT TOE TRENCH AT ALL EDGES EXPOSED TO CONCENTRATED FLOWS. RECESS EXTERIOR EDGES SUBJECT TO SHEET FLOW A MINIMUM OF 3 IN.
8. WHEN NEEDED, PROVIDE FASTENING OR ANCHORING AS RECOMMENDED BY THE FOR THE SITE CONDITIONS.
9. FOR SEAMS PARALLEL TO THE FLOW LINE IN DITCH OR CHANNEL APPLICATIONS, CENTER A MINIMUM 3 FT. WIDE STRIP OF SOIL RETENTION BLANKET UNDER THE SEAM. FASTEN ALONG THE SEAM AT 5 FT. MAXIMUM SPACING. PARALLEL SEAMS IN THE CENTER OF THE DITCH SHALL BE AVOIDED WHEN POSSIBLE.
10. SHINGLE SEAMS PERPENDICULAR TO THE FLOW LINE WITH THE DOWNSTREAM MAT RECESSED A MINIMUM OF 2 BLOCKS UNDER THE UPSTREAM MAT AND FASTENED TOGETHER ALONG THE SEAM AT 2 FT. MAXIMUM SPACING IF REQUIRED BY MANUFACTURER OR ENGINEER.
11. INSPECT AT REGULAR INTERVALS AND AFTER STORM EVENTS. MOW AND FERTILIZE VEGETATION. DO NOT MAINTAIN WITH GRASS KILLING CHEMICALS. REMOVE SEDIMENT BUILDUPS IN ANY SWALES OR OUTLETS.

CONCRETE FILL NOTES

1. CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL SHOWN IN AREA OF CONCRETE FILL. CONTRACTOR SHALL EXERCISE EXTREME CAUTION EXCAVATING BETWEEN EXISTING BRIDGE ABUTMENTS AND CONCRETE FILL. ANY DAMAGE DONE AS A RESULT OF THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR AT THE SOLE EXPENSE OF THE CONTRACTOR.
2. CONCRETE FILL SHALL MEET MIX DESIGN REQUIREMENTS AS SPECIFIED IN CONCRETE PILOT CHANNEL NOTES INCLUDING FIBER REINFORCEMENT. SEE NOTES, THIS SHEET.
3. CONTRACTOR SHALL PROVIDE A SMOOTH FINISH ON ALL EXPOSED EDGES AND SIDES OF THE CONCRETE FILL.
4. EXPANSION MATERIAL SHALL BE INSTALLED WHERE CONCRETE FILL ABUTS BRIDGE ABUTMENTS.
5. THE COST FOR ALL MATERIAL, LABOR AND ALL OTHER INCIDENTALS REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE UNIT PRICE BID ITEM PER SQUARE YARD "CONCRETE FILL".



SECTION A-A
N.T.S.

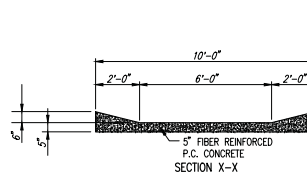
Native Grass Mix- Prairie Mix			
BOTANICAL NAME	COMMON NAME	% MIX	
<i>Andropogon gerardi</i>	Big Bluestem	10	
<i>Bouteloua curtipendula</i>	Side-Oats Gramma	10	
<i>Carex bicknellii</i>	Prairie Oval Sedge	5	
<i>Carex brevior</i>	Plains Oval Sedge	5	
<i>Panicum virgatum</i>	Switchgrass	30	
<i>Schizachyrium scoparium</i>	Little Blue Stem	30	
<i>Sorghastrum nutans</i>	Indiangrass	10	

SEED 25 PLS (PURE LIVE SEED) POUNDS PER ACRE
INCLUDE ANNUAL RYE 15 MIX AND PLANT AT RATE OF 25 PLS POUNDS PER ACRE

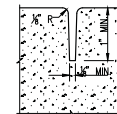
1. AT ALL LOCATIONS WHERE NATIVE GRASS SEED MIX OCCURS, UPON SEEDING, IMMEDIATELY MULCH WITH PRAIRIE HAY AT A RATE OF 2 TONS/ACRE. ALL MULCH SHALL BE ANCHORED BY CRIMPING INTO THE TOPSOIL WITH SUITABLE MECHANICAL EQUIPMENT. ANCHORING OF MULCH SHALL BE SUFFICIENT TO PREVENT BLOWING OR WASHING AWAY OF MATERIALS.
2. DRILL NATIVE SEED AT RATE SPECIFIED. USE A DRILL SPECIFICALLY SUITED FOR FLUFFY NATIVE SEED. USE A NATIVE GRASS DRILL WITH PACKER WHEELS OR A CULTIPACKER ROLLER BEHIND TO FIRM THE SOIL AFTER THE SEED IS PLANTED. A CONVENTIONAL DRILL WILL NOT WORK AND SHOULD NOT BE USED. SEEDING DEPTH SHOULD BE 2". USE MILORGANITE FERTILIZER APPLIED AT THE MANUFACTURER'S RECOMMENDED RATE.
3. BROADCAST AND RAKE INTO BARE SOILS IN AREAS INACCESSIBLE TO A DRILL. THE CONTRACTOR SHALL WATER IN NEWLY PLANTED AREAS, IF RAINFALL DOESN'T OCCUR WITHIN 2 WEEKS AFTER SEEDING. TEMPORARY WATERING IS CONSIDERED SUBSIDIARY TO THIS PROJECT.
4. WITHIN ONE FULL GROWING SEASON, A HEALTHY, WELL-ROOTED, VARIABLE NATIVE STAND HAS BEEN ESTABLISHED, FREE OF BARE AREAS GREATER THAN 2 SQUARE FEET IN SIZE AND FAILING TO RECEIVE 85% COVERAGE.
5. REESTABLISH NATIVE STANDS THAT DO NOT COMPLY WITH REQUIREMENTS.

CONCRETE PILOT CHANNEL NOTES

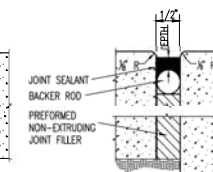
1. CONCRETE SHALL BE CLASS 1 AND CONFORM TO STANDARD SPECIFICATIONS. CONCRETE SHALL BE REINFORCED WITH SYNTHETIC FIBERS AND SHALL HAVE A SLUMP OF LESS THAN OR EQUAL TO 3 INCHES.
2. SYNTHETIC FIBERS SHALL BE POLYPROPYLENE WITH A DENIER NOT LESS THAN 100, MULTI-GRADED AND HAVE A MAXIMUM NOMINAL FIBER LENGTH OF 2 INCHES. FIBER REINFORCEMENT SHALL BE ADDED TO THE CONCRETE MIX IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF ASTM C 1116 AND THE RECOMMENDATIONS OF THE MANUFACTURER. THE AMOUNT OF FIBERS TO BE ADDED TO THE CONCRETE MIX SHALL NOT BE LESS THAN 1.5 POUNDS PER CUBIC YARD.
3. JOINT SEALANT SHALL CONFORM TO ASTM D 1190 (HOT-POUR). DEPTH OF SEALANT SHALL BE AS RECOMMENDED BY THE MANUFACTURER.
4. CUTOFF WALLS SHALL BE CONSTRUCTED AT A MINIMUM OF 100" SPACINGS AND AT ALL LOCATIONS ABUTTING HEADWALLS AND PUMP STATION INTAKE.



SECTION X-X

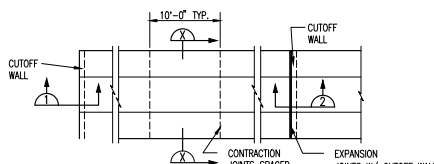


CONTRACTION JOINT

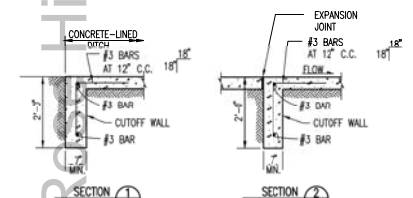


EXPANSION JOINT


JOINT DETAILS
NO SCALE



CONCRETE PILOT CHANNEL DETAIL
NO SCALE



REVISED 5/30/17 - PROJECT NUMBER 170552

Revision		By	Date
CITY OF ROSE HILL BUTLER COUNTY, KANSAS EROSION CONTROL PLAN			
SCHOOL STREET POND EROSION IMPROVEMENTS			
			
Designed by: JRC		Job no.: 16-170552-000	
Drawn by: RFT		Date: SEPTEMBER 27, 2017	
		Sht. 2 of 3	



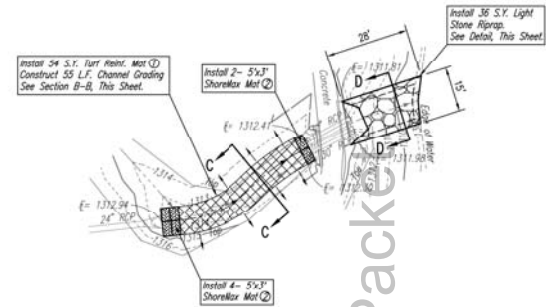
AREA 2



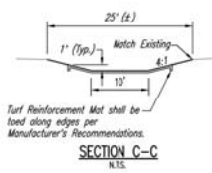
- Turf Reinf. Mat ①
- ShoreMax Mat ②

① Turf Reinforcement Mat Note
Turf Reinforcement Mat shall be NA Green S150BN Temporary Biomat Installed Per Manufacturers Recommendations. Quantities for Turf Mat include installation under the ShoreMax Mat. This Work shall be paid for as the Bid Item "Turf Reinforcement Mat" (S.Y.) and shall include all Labor, Materials, and Equipment Required to Complete the Work.

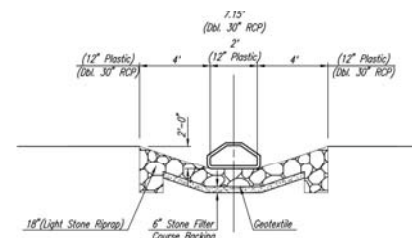
② ShoreMax Mat Note
ShoreMax Mat shall be NA Green ShoreMax Flexible Transition Mat Installed Per Manufacturers Recommendations. This Work shall be paid for as the Bid Item "ShoreMax Mat (5'x15' Panel)" (LA) and shall include all Labor, Materials, and Equipment Required to Complete the Work.



AREA 3



SECTION C-C
N.T.S.

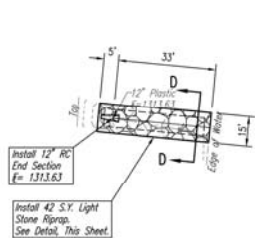


SECTION D-D
N.T.S.

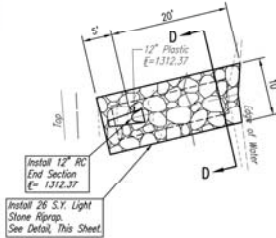
- NOTES**
- ALL RIPRAP FOR THIS PROJECT SHALL BE NATURAL STONE, NEITHER BROKEN CONCRETE, FABRIC ENVELOPE, NOR PREMIXED DRY PACKAGED CONCRETE BAG ALTERNATES WILL BE ALLOWED.
 - TOEWALLS SHALL BE INSTALLED ALONG ALL EDGES OF STONE RIPRAP OR AS SHOWN ON PLANS.
 - GROUTING OF THE SURFACE OF THE RIPRAP SHALL NOT BE PERFORMED. GROUTING OF THE TOEWALLS SHALL BE PERFORMED PER SPECIFICATIONS.

NOTE:
ALL DISTURBED AREAS- SEED WITH SEED MIX IDENTIFIED ON SHEET 2 OF 3

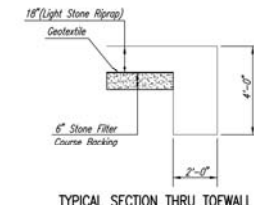
SIZE REQUIREMENTS FOR ROCK RIPRAP					
PERCENT HEAVIER THAN:					
	1/4 TON	250 LBS.	200 LBS.	160 LBS.	10 LBS.
HEAVY	0%	0%	5-15%	50-70%	85-100%
LIGHT	0%	0%	5-15%	50-70%	85-100%



AREA 4



AREA 5



TYPICAL SECTION THRU TOEWALL

CITY OF ROSE HILL
BUTLER COUNTY, KANSAS
EROSION CONTROL PLAN
 SCHOOL STREET
 POND EROSION IMPROVEMENTS

APEC
 PROFESSIONAL ENGINEERING CONSULTANTS P.A.
 303 SOUTH TORREKA AVE. WICHITA, KS 67203
 316-262-3891 WWW.APEC-ENG.COM

Designed by: JMC
 Drawn by: RFT
 Job No.: 35-170552-000
 Date: SEPTEMBER 20, 2017

SHEET 3 OF 3
 3

BG Lawn and Landscaping Inc.
2414 E Hwy 54
Andover, Ks 67002
316-733-1551

Estimate

Date	Estimate #
10/20/2017	79

Name / Address

City of Rose Hill - Parks
125 W Rosewood Street
Rose Hill, Ks 67133

Project

Item	Description	Qty	Rate	Total
Lawn S...	Area 1 Prep Area for concrete pilot channel, by removing all orange material and grade / forum for concrete. Pour concrete channel, grade out dirt and seed with an erosion mat.	1	20,300.00	20,300.00
Lawn S...	Area 2 Add dirt throughout entire side of the Pond. Grade out and install turf reinforcement mat.	1	12,000.00	12,000.00
Lawn S...	Area 3 Prep area by digging out high areas and west of Bridge for rip rap. Grade out area, install shoremax mat at the bridge and at the bank and install turf reinforcement mat between them. Put down rip rap on Westside of bridge.	1	3,800.00	3,800.00
Lawn S...	Area 4 Prep area by digging out a swale, add an extension piece to drain and install riprap	1	2,125.00	2,125.00
Lawn S...	Area 5 Prep area by digging out a swale, add on extension piece to drain and install riprap	1	2,750.00	2,750.00
Thank you for your Business!!!			Total	

BG Lawn and Landscaping Inc.
2414 E Hwy 54
Andover, Ks 67002
316-733-1551

Estimate

Date	Estimate #
10/20/2017	79

Name / Address

City of Rose Hill - Parks
125 W Rosewood Street
Rose Hill, Ks 67133

Project

Item	Description	Qty	Rate	Total
	<p>If you Accept this Estimate, Please Sign, Date and Return to Office</p> <p>X _____</p> <p>Thank You, BG Lawn & Landscaping</p>			
Thank you for your Business!!!			Total	\$40,975.00

Rose Hill City Council Packet

Dillan Curtis

From: bill@premier-landscape.com
Sent: Monday, October 30, 2017 12:58 PM
To: Dillan Curtis
Subject: Rose Hill pond project

Flexamat	\$20,976.00
Shoremax	1,770.00
TRM	2,140.80
Curlex	2,680.00
Seeding	3,000.00
Dirt	1,050.00
Loader Hrs	700.00

Total \$32,316.80

Please call if you have questions.
Thanks
Bill Stuhlsatz
Premier Landscaping, Inc.
316-733-4773

*Did not Bid
Concrete*

Rose Hill City Council Packet



PROPOSAL

Date Prepared: 10/18/2017
Valid Through: 1/18/2018
Last Revision Date:
Proposal Number: 13386

1100 E. MacArthur Wichita, KS 67216
P.O. Box 16005 Wichita, KS 67216
316-529-0002 316-529-8863 (Fax)

Customer Phone # (316) 978-0709

Customer Fax #

Customer Email dcurtis@cityofrosehill.com

Site Address 125 W. Rosewood St., Rose Hill

Scope of Work:

Erosion control measures for City pond per engineer's plans.

Prepared For
City of Rose Hill
Attn: Mr. Dillon Curtis
PO Box 185
Rose Hill, KS 67133

Quantity	UoM	Description	Size	Each	Total
1. Area 1 Site Specific Items					
1		SLM MATERIALS Provide and install concrete fill and concrete pilot channels with cutoff walls per Plans and Plan Notes.		\$29,450.00	\$29,450.00
50		TOP SOIL - LARGE QUANTITIES Provide and install Topsoil for filling and smooth grading, 50 Tons of topsoil.		\$60.00	\$2,999.85
8		SLM STANDARD LABOR CHARGE Provide man power and machinery for grading area smooth, 8 hours of man power and machinery.		\$65.00	\$520.00
1		SLM MATERIALS Provide and install Flexamat with Recyclex TRM-V and Curlex backing per Plans and Plan Notes, 3,200 S.F. of material actually required to install per Manufacturer's Shop Drawings. Includes 174, 18" U-shaped #3 rebar pins, Recyclex TRM-V at perpendicular and horizontal seams, and freight for all Flexamat-related materials to job site.		\$28,462.00	\$28,462.00
4800		SEEDING - MECHANICAL Provide and install Native Mix Seeding and prairie hay mulch per Plans and Plan Notes, 4,800 S.F. of Native Mix Seeding.		\$0.24	\$1,130.40
1		SLM MATERIALS Provide Cat 308 Excavator to jobsite for 5 days, including hauling (delivery) to site and haul back to Wichita.		\$2,500.00	\$2,500.00
Total For 1. Area 1 Site Specific Items					\$65,062.25

2. Area 2 Site Specific Items

1		SLM MATERIALS Provide and install NAG S150BN Temporary Bio-net per Plans and Plan Notes, 820 S.Y. of Turf Reinforcement Mat.		\$2,337.78	\$2,337.78
15		TOP SOIL - LARGE QUANTITIES Provide and install topsoil for filling and smoothing grade, 15 Tons of Topsoil.		\$60.00	\$899.95

10	SLM STANDARD LABOR CHARGE Provide man power and machinery to fill ruts and smooth grade, 10 hours of man power and machinery.	\$65.00	\$650.00
3400	SEEDING - MECHANICAL Provide and install Native Mix Seeding per Plan and Plan Notes, including prairie hay mulch, approx. 3,400 S.F. of Native Mix Seeding.	\$0.24	\$800.70

Total For 2. Area 2 Site Specific Items \$4,688.43

3. Area 3 Site Specific Items

1	SLM MATERIALS Provide and install NAG S150BN Temporary Bio-net per Plans and Plan Notes, 54 S.Y. of Turf Reinforcement Mat.	\$149.22	\$149.22
15	TOP SOIL - LARGE QUANTITIES Provide and install Topsoil for filling and smoothing area, 15 Tons of Topsoil.	\$60.00	\$899.95
8	SLM STANDARD LABOR CHARGE Provide man power and machinery to grade channel per Plans and Plan Notes, 8 hours of man power and machinery.	\$65.00	\$520.00
1	SLM MATERIALS Provide and install 5'x3' Shoremax Mat per Plans and Plan Notes, 6 Shoremax Mats.	\$1,890.00	\$1,890.00
30	SLM MATERIALS Provide and install 6x12 Light Stone Riprap per Plans and Plan Notes, 30 Tons (36 S.Y.) of Light Stone Riprap.	\$75.00	\$2,250.00
1	SLM MATERIALS Provide and install Grouting for Riprap Toewall at water's edge per detail.	\$1,200.00	\$1,200.00
3600	SEEDING - MECHANICAL Provide and install Native Mix Seeding per Plans and Plan Notes, including prairie hay mulch, approx. 3,600 S.F. of Native Mix Seeding.	\$0.24	\$847.80
9	SLM MATERIALS Provide and install 3x6" Stone Filter per Plans and Plan Notes, 9 Tons of 3x6" Stone Filter.	\$75.00	\$675.00
336	SLM MATERIALS Provide and install Geotextile Fabric under Stone Filter per Plan and Detail, approx. 336 S.F. of Geotextile Fabric.	\$0.90	\$302.40

Total For 3. Area 3 Site Specific Items \$8,734.37

4. Area 4 Site Specific Items

10	TOP SOIL - LARGE QUANTITIES Provide and install Topsoil for filling and smoothing grade, 10 Tons of Topsoil.	\$60.00	\$599.97
34	SLM MATERIALS Provide and install 6x12" per Plans and Plan Notes, 42 S.Y. (34 Tons) of Light Stone Riprap.	\$75.00	\$2,550.00
1	SLM MATERIALS Provide and install 12" RC End Section per Plan and Plan Notes, 1 concrete End Section.	\$789.00	\$789.00
10	SLM MATERIALS Provide and install 3x6" Stone Filter per Plans and Plan Notes, 10 Tons of 3x6" Stone Filter.	\$75.00	\$750.00

396	SLM MATERIALS Provide and install Geotextile Fabric under Stone Filter per Plan and Detail, approx. 396 S.F. of Geotextile Fabric.	\$0.90	\$356.40
1	SLM MATERIALS Provide and install Grouting for 6x12" Riprap Toewall at water's edge per Detail.	\$1,200.00	\$1,200.00
1900	SEEDING - MECHANICAL Provide and install Native Mix Seeding per Plans and Plan Notes, including prairie hay mulch, approx. 1,900 S.F. of Native Mix Seeding.	\$0.24	\$447.45
Total For 4. Area 4 Site Specific Items			\$6,692.82

5. Area 5 Site Specific Items

10	TOP SOIL - LARGE QUANTITIES Provide Topsoil for filling ruts and smoothing grade, 10 Tons of Topsoil.	\$60.00	\$599.97
21	SLM MATERIALS Provide and install 6x12" Light Stone Riprap per Plans and Plan Notes, 26 S.Y. (21 Tons) of Light Stone Riprap.	\$75.00	\$1,575.00
1	SLM MATERIALS Provide and install 12" RC End Section per Plan and Plan Notes, 1 concrete End Section.	\$789.00	\$789.00
4	SLM MATERIALS Provide and install 3x6" Stone Filter per Plan and Detail, 4 Tons of 3x6" Stone Filter.	\$75.00	\$300.00
140	SLM MATERIALS Provide and install Geotextile Fabric under Stone Filter per Plans and Detail, approx. 140 S.F. of Geotextile Fabric.	\$0.90	\$126.00
1	SLM MATERIALS Provide and install Grouting for 6x12" Riprap Toewall at water's edge per Plans and Plan Notes.	\$1,200.00	\$1,200.00
1500	SEEDING - MECHANICAL Provide and install Native Mix Seeding per Plans and Plan Notes, including prairie hay mulch, approx. 1,500 S.F. of Native Mix Seeding.	\$0.24	\$353.25
Total For 5. Area 5 Site Specific Items			\$4,943.22

6. Overall Job Items

1	SLM MATERIALS Provide John Deere 27D Mini Excavator to job site for use as needed at all locations for a period of two weeks.	\$1,200.00	\$1,200.00
1	SLM MATERIALS Temporary watering of all seeded areas as needed, (Owner to supply nearby water source such as faucet or fire hydrant).	\$1,200.00	\$1,200.00
Total For 6. Overall Job Items			\$2,400.00

7. Options as Required

1	SLM MATERIALS 1) Registered Surveyor to set Outfall elevations and locations \$1,000, 2) Re-setting of Control Point \$600.00, 3) Professional Traffic Control \$450.00	\$0.00	\$0.00
Total For 7. Options as Required			\$0.00

8. Notes

1	SLM MATERIALS	\$0.00	\$0.00
	1) Prices and quantities are based on Plans, Plan Notes, and Details on Plans. Quantities of work greater than those shown on Plans may be installed at an additional price as agreed upon by both parties, 2) Prices based on Owner temporarily lowering pond elevation as needed to work on relatively dry ground at water's edge.		
		Total For 8. Notes	\$0.00

9. Unit Prices

1	SLM MATERIALS	\$0.00	\$0.00
	Unit prices for additional work as follows: Topsoil \$60.00/Ton (provide and install), Fill Soil \$50.00/Ton (provide and install), Native Mix Seeding including prairie hay mulch \$0.24 per S.F., Light Stone Riprap 6x12" (provide and install) \$75.00/Ton.		
		Total For 9. Unit Prices	\$0.00

Proposal Total Amount* **\$92,521.09**

** Does not include applicable sales tax amounts.*

Rose Hill City Council Packet

Terms And Conditions

Sod is guaranteed to be healthy when delivered and installed properly. Since the quality and life of the turf depends on watering practices and temperature, we can not guarantee the success of the grass after we leave your property.

Suburban Landscape Management will not be responsible to the owner or any third party for the drainage of water onto, across, or from the owner's property or any roof; nor shall Suburban Landscape Management be liable for erosion or subsidence of soil.

An independent service will come to your property to mark the location of all underground public utilities on your property. You, the customer, are responsible for marking any existing underground sprinkler lines, valves, wires, heads, swimming pool lines, any electrical or lighting lines, pet containment systems, drain lines, etc. We are not responsible for damage done to anything underground that is not properly marked prior to our crews starting work. Any necessary repairs to unmarked items shall be an extra charge. Customer is also responsible for properly marking all property lines prior to installation of our materials. There will be an additional charge for \$65.00 per man hour, plus parts, to move any materials as a result of an incorrect property line marking.

Owner is to verify all easements, property boundaries, the location of concrete work, and be responsible for their correctness.

We offer NO guarantee on erosion control. We are arranging for the rock to be delivered and we are providing the labor to place it around the lakes, that is all. The prices on this estimate do not include any topsoil work or re-seeding that may need to be done after the project is finished. We will use tractors with turf tires on any turf areas and tractors and skid-steers on any dirt areas and do our best to minimize any damage to the turf or any marking on the road areas. We will also be as careful as possible around any underground sprinkler components. However, some damage may be unavoidable due to the nature of this type of work - any repairs that would need to be done to the sprinkler system are not covered by the price in this proposal. There will also be an additional charge to repair any damage that occurs to any paved or landscaped areas as a result of this project. The prices on this estimate do not include killing off any of the grass around or in the rocks. If any grass, weeds, etc. grow up in the rocks, they will have to be sprayed at the customer's expense. Owner is responsible for marking the proper water line prior to the start of the project. If any rock is placed in the wrong area because the water line was either too high or too low and the proper line was not marked by the Owner there will be an additional charge to correct the rock placement and/or add or remove rock.

When we seed or hydroseed your lawn, we guarantee to use certified seed and to prepare the seed bed properly. Because the germination of the seed is controlled by watering practices and temperature, we can not guarantee perfect seed germination. Furthermore, heavy rains can destroy the proper grade on a yard and wash away the grass seed and/or the hydroseed mix. In the event that your newly seeded lawn is partially or entirely damaged by rainy weather, there will be additional charges to repair the damage and reseed the areas. Charges will vary with the amount of damage.

Either party, if unsatisfied with the relationship, may cancel this contract with thirty (30) days written notice giving reason for cancellation. A lower bid from another landscape contractor is not an acceptable reason for cancellation. If this contract is on a set monthly payment program, and the contract is cancelled, the final amount owed to Suburban Landscape Management will have to be calculated based on the number of services performed since the start of the contract, at their unit prices listed, less the monthly payments made by the customer. "Lump Sum" items will be calculated at \$65.00 per man hour plus materials for purposes of figuring actual work performed. No cash refunds will be given on any items. No changes may be made to this contract unless mutually agreed to in writing by both parties. A 10% cancellation fee will be applied to all landscape projects.

Your acceptance of this proposal/contract and the start of any work on your property by our crews does not imply that we are accepting responsibility for any of Mother Nature's actions. Our contracts and warranties do not cover any weather related problems that may arise at your property. Any negative effects of droughts, extreme temperatures, heavy rains, snow or ice, hail, lightning, shrinking and swelling of soils, or any other of Mother Nature's phenomenon are not covered by Suburban Landscape Management.

Unless quoted otherwise before work is performed, irrigation system repairs, or any other miscellaneous services not listed in this contract shall be billed at \$85.00 per man hour, plus materials and applicable taxes. Snow and ice services are not included and, if applicable, shall be billed per our standard snow and ice removal contract. If you need quoted prices for any additional services, please contact us.

Suburban Landscape Management will grade as necessary to properly prepare a planting bed for turf or plant materials. The general contractor is to provide the final grade, for drainage and contour. Suburban Landscape Management will not add or remove soil from the project unless specified otherwise in the proposal. If the grade is unsatisfactory for reasons of drainage or contour, Suburban Landscape Management will offer a bid to solve the problems as needed.

Suburban Landscape Management will provide a fully executable lien waiver at time of invoicing. Lien waiver is contingent on payment in full.

Suburban Landscape Management (SLM) will make every effort to ensure that uncured concrete is properly marked and barricaded upon leaving the jobsite. SLM cannot be responsible for damage that occurs to uncured concrete upon completion of job.

If a Party fails to perform all of its obligations and covenants under this Agreement, the non-defaulting Party may file a legal action against the defaulting Party seeking legal or equitable remedies, or both. The prevailing Party is entitled to reimbursement from the losing Party for the reasonable costs and expenses incurred, including but not limited to court costs and reasonable attorneys' fees.

Any invoice not paid by the due date indicated on the invoice is subject to a late payment fee of \$25. Invoices not paid within 20 days of the invoice due date will be assessed a finance charge of 1 1/2% per month. A mechanic's lien will be placed on all properties at such time when one or more unpaid invoices are more than 120 days old.

This Proposal is based solely on the observations Suburban Landscape was able to make with the property in its current condition at the time this Proposal was made. If additional concealed conditions are discovered once work has begun which were not visible at the time the proposal was bid, Suburban Landscape will stop work and point out these unforeseen concealed conditions to Owner so that a Change Order for Additional Work can be executed.

Acceptance of Proposal

By signing below, I agree that the above prices, specifications and conditions are satisfactory and are hereby accepted. Suburban Landscape Management is authorized to do the work as specified. Payment will be made as follows:

DOWN PAYMENT - 50% Down Payment due upon acceptance of proposal by customer. This job will not be eligible for scheduling until the down payment amount is received by Suburban Landscape Management.

\$46,260.55 *

BALANCE DUE - On completion of the job a Punch List Progress Invoice with amount due will be presented by the SLM salesperson during a walkthrough of the project. At that time, payment will be due as specified on the invoice. If there are adjustments requested by the customer, any balance will be due and payable when adjustments are completed to customer satisfaction.

\$46,260.55 *

* Does not include applicable sales tax amounts.

For Commercial Projects Only:

☐ If initialed here, customer certifies to Suburban Landscape Management that the services being provided by Suburban are in conjunction with the original construction of a building or facility or the original construction, reconstruction, restoration, remodeling, renovation, repair or replacement of a residence and therefore the labor, otherwise considered to be taxable, will not be taxed. A copy of the tax exempt form must be provided.

Accepted for:

City of Rose Hill

Suburban Landscape Management

Authorized Customer Signature

Authorized Company Signature

Date

Date

We like to keep you informed on the scheduling and progress of your project. Please indicate below your preferred method to be notified of project scheduling updates. Your information will not be shared or provided to anyone other than SLM personnel that need to communicate with you.

Email _____

Phone _____ - _____ - _____

Text _____ - _____ - _____

Other: _____

Rose Hill City Council Packet

**WORK ORDER NO. 17-09
FOR
ENGINEERING SERVICES**

OWNER: City of Rose Hill

ENGINEER: Professional Engineering Consultants, P.A. (PEC)

REFERENCE: Agreement for Engineering Services

PROJECT TITLE: 2018 Street Maintenance Project Management
PEC Project No. 35-171244-000-1770

A. GENERAL PROJECT DESCRIPTION

Project Management and Construction Administration services for the following PROJECT:

2018 Street Maintenance Project Management

B. SCOPE OF SERVICES

The following list of work tasks describes the services to be performed by the Engineer under this Work Order No. 17-09.

ENGINEERING SERVICES:

1. Participate in a street selection meeting to identify 2018 street surface treatment PROJECT scope.
2. Obtain and provide aerial mapping for the PROJECT site as required for the identification of streets to be improved in 2018.
3. Prepare 2018 Street Surface Treatment plans and specifications for bidding and construction.
4. Provide preliminary construction cost estimates to the OWNER for review, comment, and approval.
5. Assist City staff in procuring contractor proposals for surface treatment of selected streets.

CONSTRUCTION ADMINISTRATION SERVICES:

During the construction phase the ENGINEER shall provide administration services for the PROJECT when requested by the OWNER. The scope of services will be as follows:

1. Review Contractor's shop drawings and material test certifications.

2. Propose and coordinate construction sequence with Contractor when required for orderly construction of the PROJECT.
3. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
4. Meet with the OWNER as requested during construction to review progress on each part of the PROJECT.
5. Conduct final inspection of the work.

C. EXCLUSIONS

1. Subsurface Investigations.
2. Environmental Assessments.
3. Construction Observation, Testing and Inspection.

D. COMPENSATION

For services performed under this Work Order the Owner will reimburse the Engineer the following lump sum fee for the Engineering and Construction Administration Services.

Engineering Services	\$ 8,000
Construction Administration	\$10,000

E. PROJECT SCHEDULE

The project services shall be completed within a mutually agreed upon schedule.

F. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

G. OTHER MATTERS

Engineer's receipt of this executed (signed and dated) Work Order No. 17-09 shall be considered as our authorization to proceed.

CITY OF ROSE HILL, KANSAS

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____
Mayor Date

By: _____ 10/25/17
Michael D. Kelsey, Principal Date



P.O. Box 185, 125 W. Rosewood
Rose Hill, KS 67133
Phone (316) 776-2712
Fax (316) 776-2769

Application for Tax Abatement

Date: July 19, 2017

Trio Machine, Inc.

Applicant (Owner of Property for which taxes are to be abated)

2034 Northern, Wichita, Kansas 67216

Full Address

316-522-6651

Business Phone Number (including Area Code)

William V. Darling

Alternate Phone Number

President

Name of Responsible Officer

William V. Darling

Title

Contact Person

Type of Business



Manufacturer



Office



Research & Development



Wholesale Distribution



Other: _____

(Specify)

What line of business is the applicant engaged in?

Manufactures titanium plate and bearing instillation for the aerospace industry.

Project Description

Type of Project:



New Business



Purchase of an Existing Business



Expansion of an Existing Business

Current Location of Business:



Inside Rose Hill City limits



Outside Rose Hill City limits



Not applicable

Address or location of proposed project:

Lot 10, Rose Hill Industrial Park 1st Add. to the City of Rose Hill

Briefly describe the nature of proposed project:

Construction of a new 40,000 sf manufacturing facility. This will include purchasing the Lot 10 identified above. We anticipate bringing in 10 new employees.

Rose Hill City Council Packet

Reporting Requirement

As a condition of tax abatement, the applicant and City will complete a development agreement. As part of that agreement, the applicant will be required to file an annual report with the City throughout the tax abatement period detailing the businesses employment levels, new jobs created during the year, efforts to provide employment opportunities to local residents, and compliance with applicable State and local laws. By certifying and submitting this application, the applicant confirms understanding this requirement and agrees to comply fully with all reporting requirements.

Please attach any additional requested terms per Section 5 of Resolution 529.

CERTIFICATION

The applicant certifies that the proposed project has not begun prior to this application and subsequent action by The City of Rose Hill, Kansas; and further certifies that this proposed project would not take place without the requested tax abatement.

The applicant has also read the City of Rose Hill's IRB and Tax Abatement Policy per Resolution 529 and agrees to all the terms and conditions contained therein.

Furthermore, the applicant acknowledges that approval of tax abatement for this project by The City of Rose Hill, Kansas, is subject to the approval of the Kansas Board of Tax Appeals as to eligibility under Kansas law.

Dated this 26th day of July, 2017.

Trio Machine, Inc

(Applicant Name)

By: William V. Walberg

Title: President

Rose Hill City Council Packet



Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

DATE OF ANALYSIS
TIME OF ANALYSIS
VERSION OF ANALYSIS

8/29/2017
3:45 PM
V1

PROJECT SUMMARY (no multipliers, no substitution)	
Company Name	TRIO Machine, Inc.
Number of new jobs for 10-year period	20
Amount of payroll for 10-year period	\$11,731,295
Amount of capital investment for 10-year period	\$3,145,000
Land	\$70,000
Buildings	\$1,500,000
Machinery and Equipment	\$1,575,000
INCENTIVE SUMMARY	
City Incentives - Rose Hill	165,101
Tax abatement	165,101
Sales tax exemption	0
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0
County Incentives - Butler	130,301
Tax abatement	130,301
Sales tax exemption	0
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0
State Incentives	80,625
Tax abatement	80,625
Sales tax exemption	0
Forgivable loans	0
Training dollars	0
Infrastructure	0
Cash value all other incentives	0
School District Incentives - 394 Rose Hill Public Sch	55,673
Tax abatement	55,673



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TAX ABATEMENT PARAMETERS		
<i>Real Property</i>		
Number of years		10
Percentage		100.0%
<i>Personal Property</i>		
Number of years		0
Percentage		0.0%
CONSTRUCTION IMPACTS		
Jobs Multiplier		1.6664
Earnings Multiplier		1.4898
Direct jobs		3
Direct payroll earnings		\$160,000
Total jobs		5
Total payroll earnings		\$238,368
SUBSTITUTION		
Firm NAICS code	332710 Machine shops	
Substitution percentage applied to firm operations		0.0%
FIRM MULTIPLIERS (On-going Operations)		
Jobs		1.8539
Earnings		1.6974
ECONOMIC IMPACT OF FIRM OPERATIONS		
<i>Number of jobs 10-year period</i>		
Direct		20
Total		37
<i>Payroll earnings for 10-year period</i>		
Direct		\$11,731,295
Total		\$19,912,700



Center for Economic Development and Business Research
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FISCAL IMPACT	
<i>City Fiscal Impacts. - Rose Hill</i>	<i>Discounted</i>
Present value of net benefits	\$19,579
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$19,579
Public costs 10-year period	\$137,308
ROI	14.3%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$156,887
Public costs 10-year period	\$137,308
Benefit-Cost Ratio	1.14
<i>County Fiscal Impacts. - Butler</i>	<i>Discounted</i>
Present value of net benefits	\$13,165
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$13,165
Public costs 10-year period	\$108,366
ROI	12.1%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$121,532
Public costs 10-year period	\$108,366
Benefit-Cost Ratio	1.12
<i>State Fiscal Impacts</i>	<i>Discounted</i>
Present value of net benefits	\$1,410,381
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$1,410,381
Public costs 10-year period	\$67,053
ROI	2103.4%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$1,477,433
Public costs 10-year period	\$67,053
Benefit-Cost Ratio	22.03
<i>School District Fiscal Impacts. - 394 Rose Hill Public Schools</i>	<i>Discounted</i>
Present value of net benefits	\$25,260
<i>Rate of Return on Investment</i>	
Net public benefits 10-year period	\$25,260
Public costs 10-year period	\$132,793
ROI	19.0%
<i>Benefit-Cost Ratio</i>	
Public benefits 10-year period	\$158,053
Public costs 10-year period	\$132,793
Benefit-Cost Ratio	1.19

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

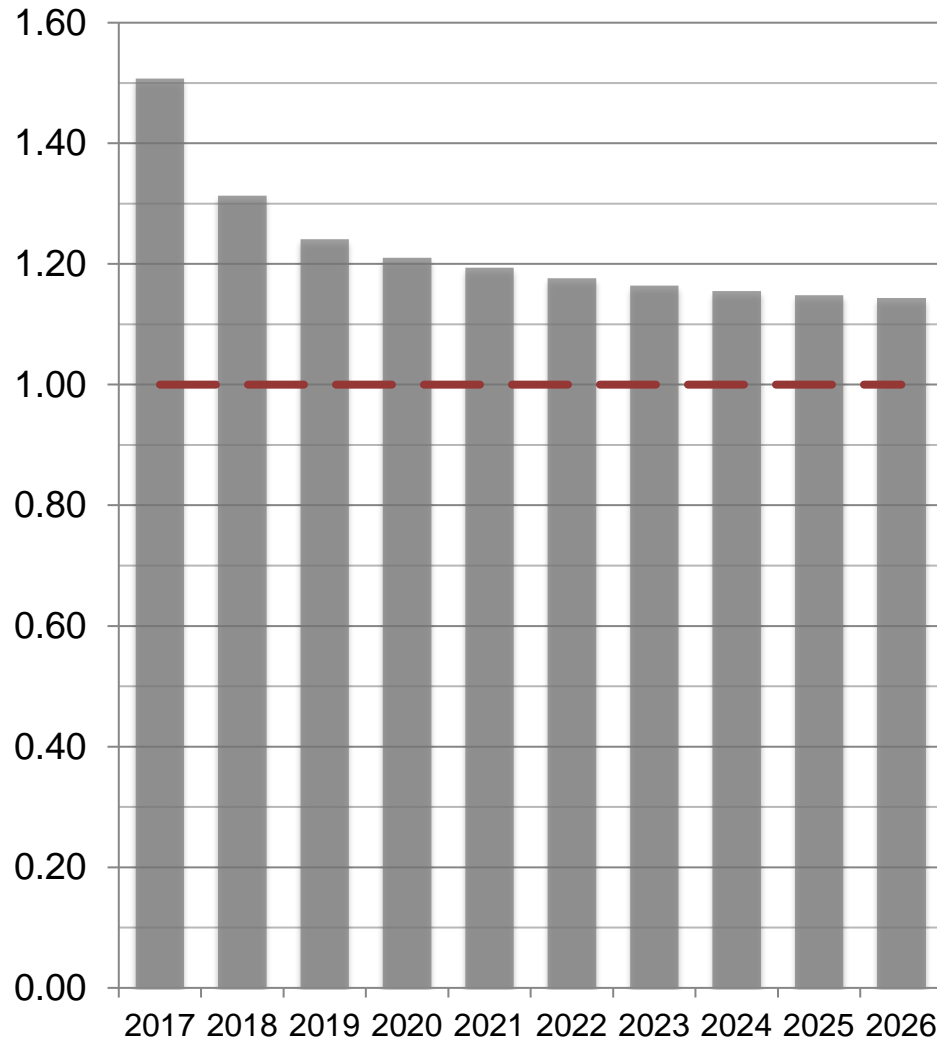
This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.



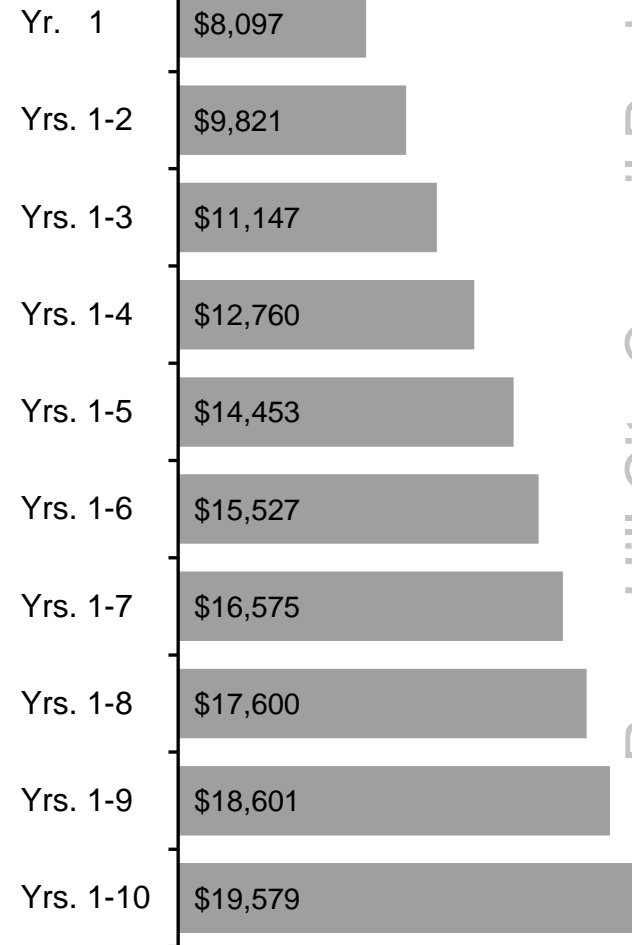
Center for Economic Development and Business Research
 Wichita State University
 1845 Fairmount St.
 Wichita, Kansas 67260-0121
 (316) 978-3225

Project or Company Name: TRIO Machine, Inc.
 Date of Analysis: 8/29/2017
 Version of Analysis: V1
 City Fiscal Impacts. - Rose Hill

Benefit-Cost Ratio



Present Value of Net Benefits



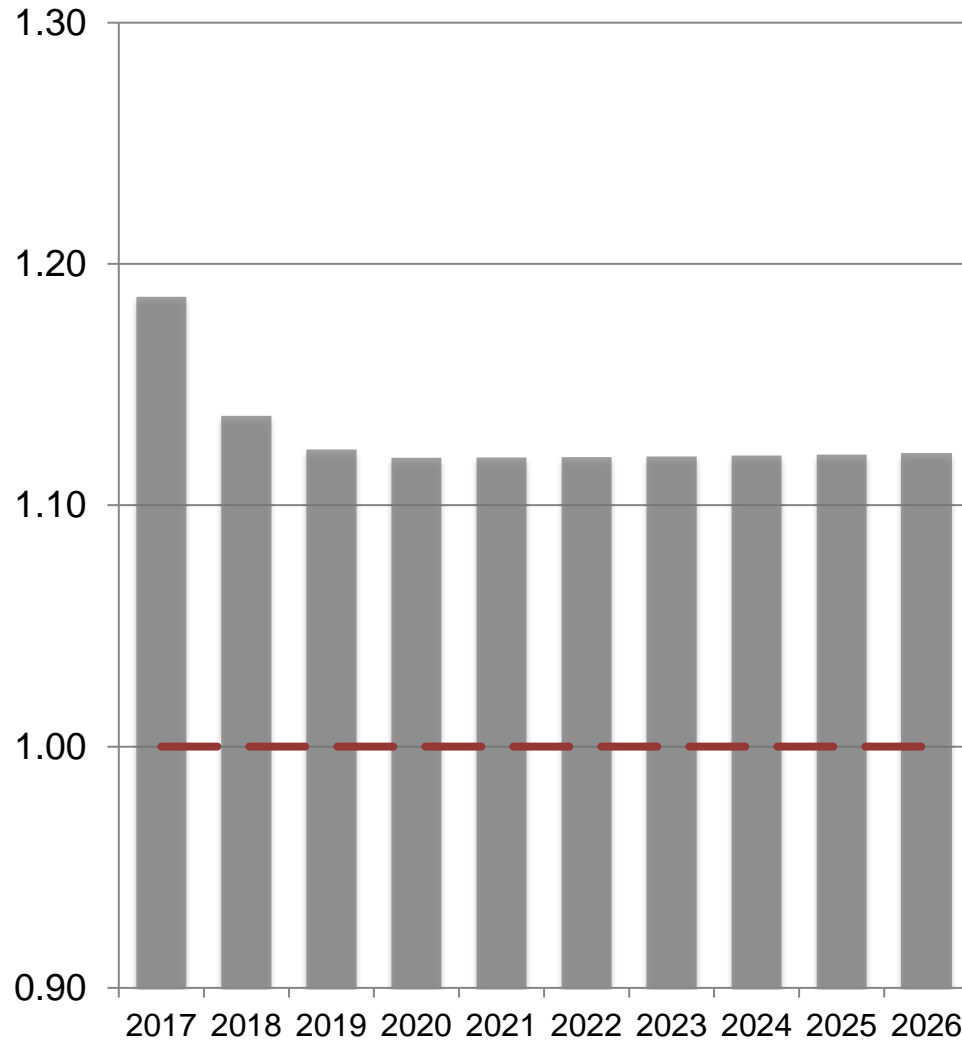
Rose Hill City Council Packet



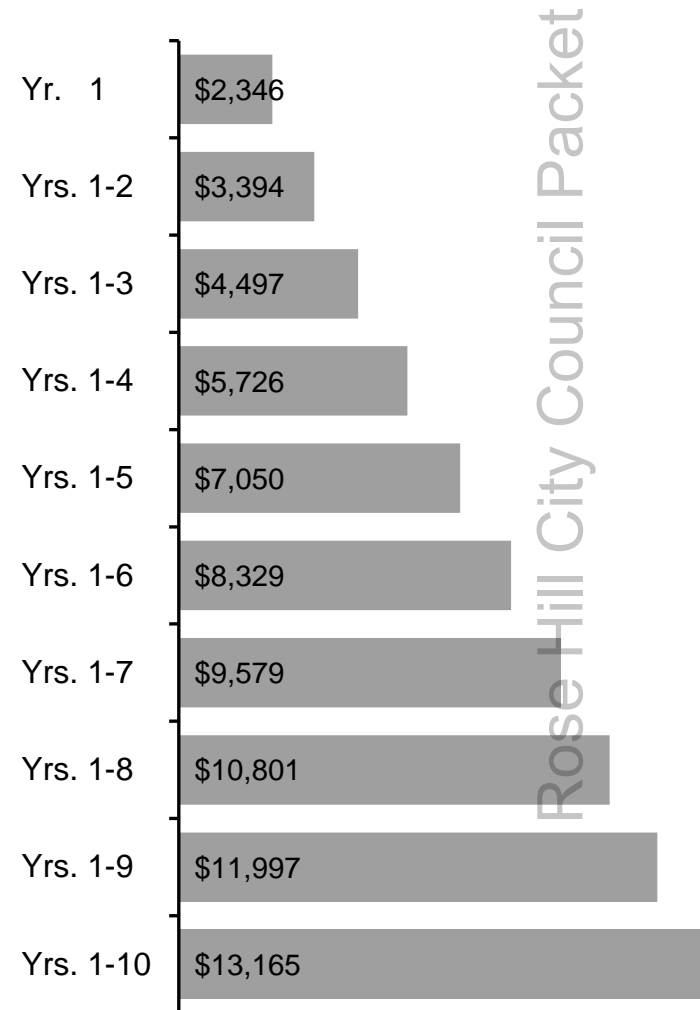
Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

Project or Company Name: TRIO Machine, Inc.
Date of Analysis: 8/29/2017
Version of Analysis: V1
County Fiscal Impacts. - Butler

Benefit-Cost Ratio



Present Value of Net Benefits



Rose Hill City Council Packet

CEDBR-FISCAL IMPACT MODEL FIRM DATA SHEET

COMPANY INFORMATION

Company name or project name	TRIO Machine, Inc.
Contact name	William V. Darling
Contact telephone number	(316) 522-6651
Contact e-mail address	daviddarling@gmail.com
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	332710 Machine shops
Substitution Override	
Year of application	2017

SITE LOCATION - *If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.*

Street Address	
City	Rose Hill
County	Butler
School District	394 Rose Hill Public Schools

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - *If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.*

Expansion #1	
Year of expansion	2017
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	\$70,000
Building and improvements	\$1,500,000
Furniture, fixtures and equipment (including machinery)	\$1,575,000
<i>Initial construction or expansion:</i>	
Cost of construction at the firm's new or expanded facility	\$1,500,000
<i>Amount of taxable construction materials purchased in:</i>	
City	\$200,000
County (should include city amount)	\$1,000,000
State (should include city and county amounts)	\$1,200,000
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	\$75,000
County (should include city amount)	\$75,000
State (should include city and county amounts)	\$75,000
Total construction salaries	\$160,000
Expansion #2 (if applicable)	
Year of expansion	
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
<i>Initial construction or expansion:</i>	
Cost of construction at the firm's new or expanded facility	
<i>Amount of taxable construction materials purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	

Expansion #3 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	

OPERATIONS	
First Year of Full Operations As a Result of This Project	2018
<i>New or additional sales of the firm related to this project</i>	
Year 1	\$2,000,000
Year 2	\$2,000,000
Year 3	\$1,000,000
Year 4	\$1,000,000
Year 5	\$1,500,000
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Percent of these sales subject to sales taxes in the:</i>	
City	5.0%
County	5.0%
State	5.0%
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:	
	24.0%
<i>New or additional purchases of the firm related to this project</i>	
Year 1	\$1,575,000.00
Year 2	\$15,000.00
Year 3	\$8,000.00
Year 4	\$100,000.00
Year 5	\$5,000.00
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Percent of these purchases subject to sales/compensating use taxes in the:</i>	
City	25.0%
County	25.0%
State	25.0%

EMPLOYMENT	
<i>Number of NEW employees to be hired each year as a result of this project</i>	
Year 1	10
Year 2	10
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Number of these employees moving to county each year FROM OUT-OF-STATE</i>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Number of these employees moving to county each year FROM OTHER KANSAS COUNTIES</i>	
Year 1	2
Year 2	2
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
<i>Weighted average annual salary of all NEW employees, including all employees hired to date, related to this project</i>	
Year 1	57,200
Year 2	57,200
Year 3	58,344
Year 4	59,511
Year 5	60,701
Year 6	61,915
Year 7	63,153
Year 8	64,416
Year 9	65,705
Year 10	67,019

VISITORS - Include customers, vendors and company employees from other locations in the count of visitors	
<i>Number of ADDITIONAL out-of-county visitors expected at the firm as a result of this project</i>	
Year 1	3
Year 2	2
Year 3	3
Year 4	3
Year 5	1
Year 6	1
Year 7	1
Year 8	1
Year 9	1
Year 10	1
Number of days that each visitor will stay in the area	2
Number of nights that a typical visitor will stay in a local hotel or motel	1
Percentage of visitors traveling on business	100%
Percentage of visitors traveling for leisure	0%
Percentage of visitor's expenditures spent in the same city as firm's location	10%
Percentage of visitor's expenditures spent in the same county as firm's location	100%
Percentage of visitor's expenditures spent in Kansas	100%

PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - Such as payments in lieu of taxes	
Firm payments to the City	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Firm payments to the County	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Firm payments to the State of Kansas	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Firm payments to the School District	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

CEDBR-FISCAL IMPACT MODEL INCENTIVE INFORMATION	
CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS	
Contact name	
Contact telephone number	
Contact e-mail address	
SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS	
Sales tax exemption EXPANSION #1 (please enter yes or no)	
Percent of construction material costs funded by IRB for EXPANSION #1	0.0%
Sales tax exemption EXPANSION #2 (please enter yes or no)	
Percent of construction material costs funded by IRB for EXPANSION #2	0.0%
Sales tax exemption EXPANSION #3 (please enter yes or no)	
Percent of construction material costs funded by IRB for EXPANSION #3	0.0%
SALES TAX EXEMPTION FOR OPERATIONS	
Value of sales tax exemption for OPERATIONS -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Value of sales tax exemption for OPERATIONS -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Value of sales tax exemption for OPERATIONS -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

PROPERTY TAX ABATEMENT		
Property tax abatement - Real property land and buildings		
Number of Years		10
Percentage		100.0%
Property tax abatement - Machinery and equipment		
Number of Years		0
Percentage		0.0%

FORGIVABLE LOANS - <i>Cash value</i>		
Forgivable loans (cash value) -- CITY		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Forgivable loans (cash value) -- COUNTY		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Forgivable loans (cash value) -- STATE		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

STATE TRAINING DOLLARS	
Training dollars KIT/KER/IMPACT (cash value)	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

INFRASTRUCTURE IMPROVEMENTS	
Infrastructure improvements (cash value) -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Infrastructure improvements (cash value) -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Infrastructure improvements (cash value) -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

OTHER INVENTIVES - Cash value	
Cash value of all other incentives -- CITY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Cash value of all other incentives -- COUNTY	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Cash value of all other incentives -- STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ROSE HILL,
KANSAS MAKING CERTAIN FINDINGS OF FACT AS REQUIRED BY
K.S.A. 79-251 WITH RESPECT TO A PROPERTY TAX EXEMPTION TO BE
GRANTED TO TRIO MACHINE, INC.**

WHEREAS, Trio Machine, Inc. (the "Company") has applied to the City of Rose Hill, Kansas (the "City") for a property tax exemption pursuant to the provisions of Article 11, Section 13 of the Kansas Constitution for property located or to be located in the City to be used for one of the exempt purposes set forth in Article 11, Section 13 of the Kansas Constitution; and

WHEREAS, the governing body of the City has investigated the facts regarding the property to be acquired and the use to which the Company will put such property;

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

Section 1. The governing body of the City has determined and makes a factual finding that the property for which the exemption is to be granted will be used exclusively in the Company's business of manufacturing articles of commerce as specified in Article 11, Section 13 of the Kansas Constitution.

ADOPTED November 6, 2017.

Roger Perryn, Mayor

[SEAL]

Attest:

Kelly Mendoza, City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ROSE HILL, KANSAS
HELD ON NOVEMBER 6, 2017**

The governing body of the City of Rose Hill, Kansas met in regular session at the usual meeting place in the City on November 6, 2017, at 7:00 p.m. The following members of the governing body were present:

The following members of the governing body were absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, in accordance with notice published on October 26, 2017 in the *Rose Hill Reporter*, a public hearing was held by the governing body relating to the proposed granting of a property tax exemption for Trio Machine, Inc. The cost-benefit study was reviewed and all interested persons were afforded an opportunity to present their views. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ROSE HILL,
KANSAS MAKING CERTAIN FINDINGS OF FACT AS REQUIRED BY
K.S.A. 79-251 WITH RESPECT TO A PROPERTY TAX EXEMPTION TO BE
GRANTED TO TRIO MACHINE, INC.**

Thereupon, Councilmember _____ moved that said resolution be adopted. The motion was seconded by Councilmember _____. Said resolution was duly read and considered, and upon being put, the motion for the adoption of said resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____

Nay: _____

Thereupon, the Mayor declared said resolution duly adopted and the resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and the signature attested by the City Clerk.

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE EXEMPTING CERTAIN PROPERTY IN THE CITY OF ROSE
HILL, KANSAS, FROM AD VALOREM TAXATION FOR ECONOMIC
DEVELOPMENT PURPOSES.**

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye: _____

Nay: _____

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed by the Mayor and the signature attested by the City Clerk.

* * * * *

(Other Proceedings)

On motion duly made and seconded, the meeting thereupon adjourned.

Rose Hill City Council Packet

* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Rose Hill, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

City Clerk

Rose Hill City Council Packet

ORDINANCE NO. ____

AN ORDINANCE EXEMPTING CERTAIN PROPERTY IN THE CITY OF ROSE HILL, KANSAS FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES.

WHEREAS, Article 11, Section 13 of the Kansas Constitution permits the governing body of any city by ordinance to exempt from ad valorem taxation all or any portion of the appraised valuation of all buildings, together with the land upon which such buildings were located, and all tangible personal property associated therewith used exclusively by a business for the purpose of manufacturing articles of commerce for not more than ten (10) calendar years after the calendar year in which the business commences its operations or in which expansion of an existing business is completed; and

WHEREAS, the governing body of the City of Rose Hill, Kansas (the "City"), after conducting a public hearing pursuant to published notice as provided by law, has determined that property belonging to Trio Machine, Inc. (the "Company") and used exclusively in the Company's business of manufacturing articles of commerce should be granted tax exemption for economic development purposes; and

WHEREAS, the governing body of the City has by previously adopted resolution made the findings of fact required by K.S.A. 79-251;

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

Section 1. Grant of Exemption. In accordance with Article 11, Section 13 of the Kansas Constitution, and pursuant to K.S.A. 79-251, Resolution No. 529, Resolution No. ____ and this Ordinance, the following described property is hereby exempted from ad valorem taxation for a term of ten (10) calendar years, commencing with the calendar year following the year of completion of construction, which is estimated to commence in 2019:

Lot 10, Rose Hill Industrial Park 1st Addition to the City of Rose Hill, Butler County, Kansas.

Section 2. Authorization of Development Agreement. The form of the Development Agreement exhibited to the governing body of the City at this date is hereby approved, with such minor corrections or modifications as may be approved by the Mayor, such approval to be conclusively evidenced by execution of such agreement by the Mayor and City Clerk, and the Mayor and City Clerk are hereby authorized to execute such Development Agreement on behalf of the City.

Section 3. Transferability of Exemption. The ad valorem tax exemption granted by this ordinance is not transferable if there is a change in ownership of the exempt assets without the express approval of the City if there is a change in ownership of the exempt assets.

Section 4. Copies of Documents. The City will provide the owner of the property and the County Appraiser of Butler County, Kansas a copy of this ordinance, a copy of the fully executed Development Agreement and copies of the other proofs of compliance with the requirements of K.S.A. 79-251.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, signature and publication in the official city newspaper as provided by law.

PASSED AND SIGNED November 6, 2017.

Roger Perryn, Mayor

(SEAL)

Attest:

Kelly Mendoza, City Clerk

Rose Hill City Council Packet

* * * * *

CERTIFICATE OF COPY

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Rose Hill, Kansas duly passed by the governing body, signed by the Mayor, and published in the official City newspaper on the respective date stated therein, and that the signed original of such Ordinance is on file in my office.

[SEAL]

City Clerk

Rose Hill City Council Packet



Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

October 17, 2017

RECEIVED

OCT 23 2017

CITY OF ROSE HILL

The Honorable Roger Perryn, Mayor
and City Council
City Hall, 125 W Rosewood St
P.O. Box 185
Rose Hill, Kansas 67133


Re: Rose Hill, Kansas
Engineering Report, June 2017
Sanitary Sewer System Improvements

Dear Mayor Perryn:

The Kansas Department of Health and Environment (KDHE) has received and reviewed the June 2017, "Preliminary Engineering Report" prepared by Professional Engineering Consultants, PA. The "Engineering Report" (the Report) includes the evaluation of sewer inspection tapes and logs and the prioritization of improvements needed to the sewer collection system. The recommended improvements are classified as priority 1-3, with priority 1 being the most severely damaged pipes that require immediate attention. The repairs include a combination of point repairs and cured in place pipe (CIPP) lining. Please note, KDHE very strongly recommends the construction improvements include rehabilitation and sealing, or replacement if appropriate, of the active service line connections to the public sewer, for a distance from the main sewer line to the edge of the easement or right-of-way. Any service lines that are not active should be sealed off. The report also notes the probable project costs for each priority project. KDHE fully supports the wastewater collection system improvements in Rose Hill, Kansas as prescribed in the preliminary engineering design report.

Should you have any questions, please contact the KDHE Project Engineer assigned to this project, Ryan Eldredge by email at ryan.eldredge@ks.gov or by telephone at (785) 296-5528, or contact me by email at rod.geisler@ks.gov.

Sincerely yours,


Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water

pc: PEC – Wichita (Matt Billingslea, PE)
SCDO
Rod Geisler
Ryan Eldredge
2017 File
City of Rose Hill KS

November 6, 2017

Page 78 of 156



Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

October 25, 2017

Mayor Roger Perryn and City Council
Rose Hill City Hall
125 W Rosewood St
P O Box 185
Rose Hill, KS 67133

RECEIVED
OCT 30 2017
CITY OF ROSE HILL

Re: City of Rose Hill Wastewater System Improvements
KWPCRF Project No. C20 2023 01
Final Loan Agreement for Low Interest Loan

Dear Mayor Perryn:

We are pleased to forward two complete copies of the final Loan Agreement documents for the Kansas Water Pollution Control Revolving Fund (KWPCRF) low interest loan financing for the referenced project for signature and adoption. A copy of these documents has also been forwarded to the City Attorney, Mr. Andrew Marino, at the office in Wichita, Kansas, for information.

The enclosed documents include a Final Loan Agreement, Draft Form of Opinion of Municipality's Counsel as included in Exhibit G of the Loan Agreement to be executed by the City Attorney, Draft Form of Ordinance of the Governing Body to sign the Loan Agreement and Draft Form of Excerpt of Minutes regarding Council decision to enter into the Loan Agreement as included in Exhibit F of the Loan Agreement to be passed by the Governing Body and published in the local newspaper.

Presently the project should soon begin the design for improvements. Please note the final Loan Agreement includes a completed Exhibit B - Dedicated Source of Revenues and Loan Repayments Schedule, and the interest rate of the loan as shown on Page 6 of the document is 2.13% as developed in accordance with KDHE regulations. The first repayment is due September 2019 and the semi-annual repayments are \$10,945.66 (\$21,891.32 per year).

Please note, recent KWPCRF loan agreements contain a special condition in Exhibit C, as does the enclosed loan agreement, requiring compliance with the American Iron and Steel (AIS) requirement of P.L. 113-76, Consolidated Appropriations Act, 2014. This condition requires all of the iron and steel products (as defined by EPA for this funding program) used in the project be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel:

- lined or unlined pipes
- fittings
- manhole covers
- other municipal castings
- hydrants
- tanks
- flanges

- ▣ pipe clamps and restraints
- ▣ valves
- ▣ structural steel
- ▣ reinforced precast concrete
- ▣ and construction materials.

KDHE staff will review the plan and specifications when received to identify the iron and steel products which require certification and to assist the City in compliance with this condition.

Please also note, recent changes to federal law, presented in the Water Resources Reform and Development Act (WRRDA) applicable to the Clean Water SRF programs, requires any loan provided after October 1, 2014, include a special condition requiring the loan recipient prepare a "Fiscal Sustainability Plan", which is to include an "asset management plan". This special condition is included with Exhibit C of the attached loan agreement. The scope of detail of this "Fiscal Sustainability Plan" including an asset management plan will be discussed with the consulting engineer for the city.

The City Attorney should proceed to execute the Form of Opinion of Municipality's Counsel, and during a council meeting the City should act on the Ordinance of the Governing Body to enter into the Loan Agreement. Following this the authorized representative can sign the Loan Agreement itself, and all required additional signature pages, and the City Clerk complete and sign the Excerpt of Minutes Regarding Council Decision to enter into the Loan Agreement. Upon return of executed Loan Agreement documents the City may proceed to request payments under this Loan Agreement.


The following items must be returned with the signed loan agreement to the attention of Brenda Diegel, Finance Section:

1. **A copy of the adopted ordinance for the execution of a loan agreement between the municipality and KDHE. (This Form is available by e-mail transmittal in a Word or PDF Format, by contacting Ms. Brenda Diegel at 785-296-4262.)**
2. **A copy of the Affidavit in Proof of Publication for the above mentioned ordinance.**
3. **An original copy of the excerpt of minutes indicating the date the above mentioned ordinance was adopted. (This Form is available by e-mail transmittal in a Word or PDF Format, by contacting Ms. Brenda Diegel at 785-296-4262.)**
4. **The original Opinion of Counsel letter from the City Attorney. (This Form is available by e-mail transmittal in a Word or PDF Format, by contacting Ms. Brenda Diegel at 785-296-4262.)**

We look forward to an early response and working with the City in completing this project. If you should have any questions, please contact Mr. Ryan Eldredge, the KDHE Project Engineer, by email at Ryan.Eldredge@ks.gov or by voicephone at 785-296-5530, or you may contact me by email at Rod.Geisler@ks.gov.

Sincerely yours,

Division of Environment



Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water

RRG:re

Enclosure

Final Loan Agreement - 2 pc, with 2 add'l Sign. Pages

Pc: Andrew Marino - City Attorney (*Gilliland & Hayes, 301 N. Main, Suite 1300, Wichita, KS 67202*) w/encl
RoseMary Saunders – Ranson (Wichita)
PEC – Wichita w/ encl
SCDO
Ryan Eldredge
Rod Geisler
2.1 File w/enclosure

Rose Hill City Council Packet



RECEIVED

OCT 30 2017

Phone: 785-296-5527
Fax: 785-296-0086
Rod.Gelsler@ks.gov
www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

OCT 27 2017

**KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM
FINDING OF NO SIGNIFICANT IMPACT**

TO: All Interested Government Agencies and Public Groups

In accordance with procedures for implementing the Kansas Water Pollution Control Revolving Loan Fund Act (K.S.A. 65-3321 to 65-3329, K.A.R. 28-16-110 to 28-16-138 effective May 29, 1989 and T-28-16-137 amended October 17, 1989, and the Kansas Environmental Review Procedure for the Kansas Water Pollution Control Revolving Loan Program dated February 1989) an environmental review has been performed on the proposed agency action below:

Project Name: Rose Hill, Kansas
Estimated Total Project Amount: \$355,000

Project No. C20 2023 01
Loan Amount: \$355,000

Project Description, Location and Purpose

The City of Rose Hill is a City of the third Class located in Butler County in the south central portion of Kansas. The community is presently served by a central collection system and a sewage treatment facility consisting of a Biological Nutrient Removal (BNR) Activated Sludge Process with extraneous flow basin lagoons with a Kansas Water Pollution Control permit to discharge treated effluent to Eight Mile Creek

The proposed project includes the rehabilitation of the collection system identified as Priority 1. Rehabilitation includes the combination of point repairs and cured in place pipe (CIPP) lining.

The primary environmental impacts of the project include noise of heavy construction, slight erosion of exposed soil, and alteration of existing land forms at the construction site. No adverse impacts on surface water or groundwater are anticipated as the NPDES permit includes water quality based effluent limitations and construction techniques will restrict seepage during treatment.

Steps taken to minimize environmental impacts include implementation of erosion and sediment control measures, proper storage and disposal of construction materials. Land, materials, fuel and other forms of energy utilized in construction and operation of the facility will be irretrievably committed to the project.

The project will have no known adverse impact on rare or endangered species, sensitive ecosystems, unique environmental features, critical archeological or historic sites, parks, wetlands, groundwater quality, open space and recreation opportunities, prime farmland or air quality. No relocation of residences or other buildings will be required.

Intergovernmental review comments were requested from Kansas Department of Health and Environment, Kansas State Historical Society, Kansas Geological Survey, Kansas Biological Survey, Kansas Department of Agriculture, Kansas Corporation Commission, Kansas Department of Wildlife and Parks, Kansas Water Office, State Conservation Commission, U.S. Fish and Wildlife Service, Natural Resources Conservation Service, and the U.S. Army Corps of Engineers. No agency has prohibited clearance of the project.

Public participation included a public meeting held on June 19, 2017 and a public hearing held on July 3, 2017. User charges are estimated at \$65.17/month/residential user based on 5,000 gallons per month usage. These sewer user charges are adequate to provide revenues for debt service of the KWPCRF loan and also ongoing O, M, & R expenses.

No known endangered or threatened species occur in the project area. The review did not indicate a significant environmental impact will result from the proposed action. Consequently, a preliminary decision has been made that an EIS will not be prepared.

This action is taken on the basis of review of the facility plan, the environmental information document, the environmental assessment and other supporting documentation. These are available for public scrutiny upon request. A copy of the environmental assessment document is attached. This agency will not take any administrative action on the project for at least 30 calendar days from the above date. Persons wishing to comment on this Finding of No Significant Impact may submit comments to the Kansas Department of Health and Environment during this period to the attention of Rod Gelsler, Chief, Municipal Programs.

Sincerely yours,


John W. Mitchell
Director, Division of Environment

Attachments

Environmental Assessment Document
Distribution List
Maps

Rose Hill City Council Packet

EXHIBIT C

ENVIRONMENTAL ASSESSMENT DOCUMENT

A. Project Identification:

Applicant: City of Rose Hill

Project No. C20 2023 01

City: Rose Hill **County:** Butler

State: Kansas

Total Project Amount: \$355,000

B. Community Description:

Location: Rose Hill is located in Butler County approximately 13 miles Southeast of Wichita, Kansas.

Population, Present and Projected, and Design Year: Rose Hill is a community of 4,015 population. The population was 3,931 in 2010. The population is projected to steadily increase as in years past. The design should meet the needs of any population fluctuation through the year 2037.

Current Methods of Waste Treatment: The present facility consists of a mechanical BNR Activated Sludge process with extraneous flow basin lagoons. The facility is currently operation at 25% of design capacity.

C. Project Description:

Purpose: The project is necessary for the City of Rose Hill to rehabilitate the wastewater collection system within the city identified as Priority 1 to reduce continuing operational and maintenance issues of frequent sanitary sewer backups, sanitary sewer bypasses and noticeable increases in flows as the result of Inflow and Infiltration (I&I) flow to the wastewater treatment facility during wet seasons. A secondary benefit is a more stable wastewater treatment operation during wet weather. All construction will take place on city-owned property and/or easements.

Design Factors: Minimum 75 year design life. Wastewater collection system improvements will be designed in accordance with KDHE "Minimum Standards of Design for Water Pollution Control Facilities".

D. Alternatives Considered:

1. Alternative 1:

No Action

2. Alternative 2:

Sanitary sewer collection system rehabilitation utilizing point repairs, and cured in place pipe (CIPP) lining.

3. Alternative 3:

Sanitary sewer collection system rehabilitation utilizing pipe reaming or bursting.

4. Alternative 4:

Sanitary sewer collection system rehabilitation through complete pipe replacement.

Reasons for Selection of Proposed Alternative:

Alternative 1: Doing nothing is not an option since the existing pipe will continue to deteriorate and I&I problems will persist.

Alternative 2: This alternative would provide rehabilitation of the existing sanitary sewer pipe by point repairs, and CIPP lining. This alternative is recommended because the cured-in-place technology will provide a new interior lining within the existing collection pipe eliminating the open joints and cracks which allow I&I and root intrusion. This alternate is the least expensive of the three collection system rehabilitation considered.

Alternative 3: This alternative would provide replacement with new pipe either pushed or pulled through the old sewer breaking apart the existing clay pipe. Each service line would still be required to be connected by open excavation. This alternative requires more surface disruptions and is more expensive than alternative 2.

Alternative 4: This alternative provides a complete replacement of all the existing pipe with new pipe by open excavation. This being the most disruptive and expensive sewer rehabilitation method.

Alternative 2 was selected to best serve the City of Rose Hill at the most cost-effective option and with the least disruption. Also this method of sanitary sewer rehabilitation requires the least amount of work space and no additional easements would be required to be obtained.

E. Impact Summary:

- 1. Construction:** Slight wind and water erosion of exposed soils, alteration of existing land forms, noise from heavy construction equipment and disruption of normal traffic patterns.
- 2. Population Impacts:** No significant population is anticipated.
- 3. Land Use and Trends:** Land use patterns will not be significantly affected.
- 4. Environmental:** The project will have no known adverse impact on rare or endangered species, sensitive ecosystems, unique environmental features, critical archeological or historic sites, parks, wetlands, or air quality. No relocation of residences or other buildings will be required. All construction will occur in existing easements and right-of-ways.
- 5. Financial:** The average residential user charge is currently set at \$65.17 per month for use of 5,000 gallons per month. These sewer user charges are adequate to provide revenues for debt service of the KWPCRF loan and also ongoing O, M, & R expenses.
- 6. Mitigation measures necessary to eliminate adverse environmental effect:** Proper grading, drainage and slope protection to minimize erosion.

7. **Irreversible and irretrievable commitment of resources:** Materials used in construction of permanent structures; fuel and other forms of energy will be irretrievably consumed during construction.

F. Measures taken to ensure Environmental Soundness:

1. **Public Involvement:** A public meeting was held on June 19, 2017 and a public hearing was held on July 3, 2017 with the intent to discuss the need for the project, user charges and environmental impacts.
2. **Public Opposition or Opinion:** Members of the City Council, the Mayor, City Staff and public were present at the public hearing. Comments and concerns were expressed by the public about utility cost and bids. The city governing body elected to move forward with the project.
3. **Coordination and Documentation with Other Agencies and Special Interest Groups:**
 - a. **Preliminary Engineering Report dated June 2017, prepared by Professional Engineering Consultants, PA, Wichita, Kansas.**
 - b. **Federal**
 1. **Department of Interior, U.S. Fish and Wildlife Service**
-No comments/no concerns.
 2. **U.S. Corps of Engineers**
-Review indicates that the proposed activity will not involve the discharge of dredged or fill material in waters of the United States.
 3. **Natural Resources Conservation Service**
-No comments.
 - c. **State**
 1. **Kansas Department of Health & Environment**
-KDHE fully supports the proposed project.
 2. **Kansas Department of Wildlife and Parks**
-The following comments and general recommendations were provided:
 - Avoid impacts to existing streams and rivers, adjacent riparian zones, wetlands, and native prairie and woodland areas.
 - Minimize all bank or instream activity.
 - Incorporate principles of low impact development.
 - Implement and maintain erosion-control Best-Management-Practices during all aspects of construction by installing sediment barriers across the entire construction area to prevent sediment and soil from entering aquatic systems.
 - Reseed disturbed areas with native warm-season grasses, forbs, and trees.

2. Kansas State Historical Society
-No comments
4. Kansas Department of Agriculture/Division of Water Resources
-No objections.
5. Kansas Water Office
-Clearance of project should be granted.
6. State Conservation Commission
-No comments
7. Kansas Corporation Commission
-Review of Conservation Division files indicate drilling activity has occurred within the acreage described, but not within the construction area outlined on the project map. Should any oil field related problems or wells be located during construction, please call Jeff Klock, District Supervisor, at (316) 337-7400.
8. Kansas Biological Survey
-No comments.
9. Kansas Geological Survey
-Clearance of project should be granted

d.. Consulting Engineer: Professional Engineering Consultants, PA

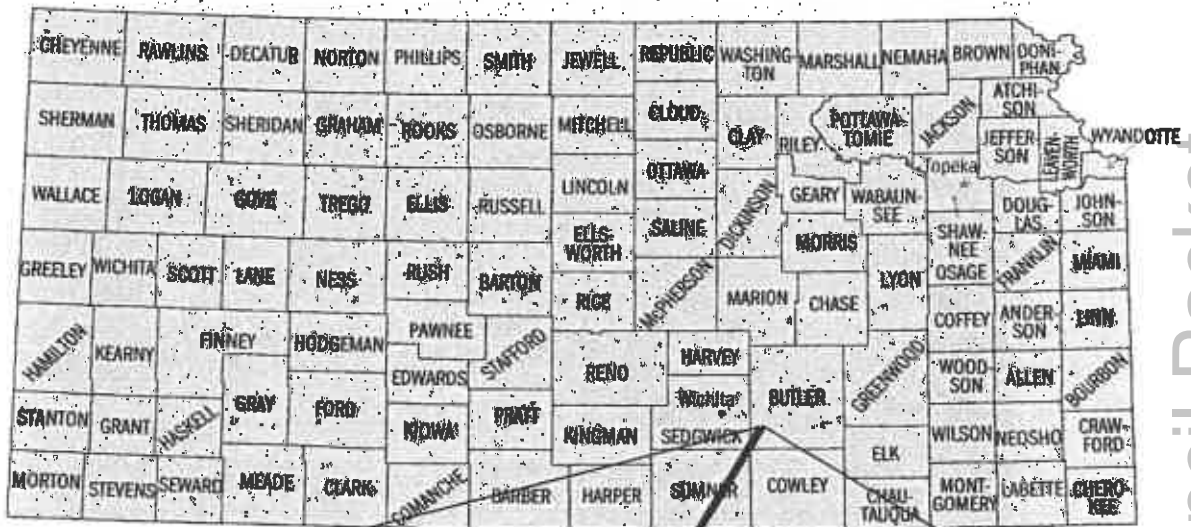
- G. Positive Environmental Effects to be realized from the Proposed Project: The improvements will provide a more enhanced and consistent wastewater collection system within the project area.
- H. Reasons for Concluding There Will Be No Significant Impacts: Population densities and land use patterns will not be adversely affected. All construction will occur on the existing plant site or alternately within easements and/or right of way as appropriate. No known adverse effects are anticipated on floodplains, wetlands, groundwater, or other environmentally sensitive areas, no persons will have to relocate, and minor temporary negative impacts of the project will be offset by the long-term benefits.


Ryan Eldredge, EIT
REVIEWING ENGINEER

10/26/17

DATE

CITY OF ROSE HILL, KANSAS – WASTEWATER COLLECTION SYSTEM IMPROVEMENTS PROJECT LOCATION MAP: BUTLER COUNTY, KANSAS



CITY OF ROSE HILL



PROJECT AREA



ROSE HILL WASTEWATER TREATMENT FACILITY

**DISTRIBUTION LIST
CITY OF ROSE HILL WASTEWATER COLLECTION SYSTEM
IMPROVEMENTS
FINDING OF NO SIGNIFICANT IMPACT**

**U.S. Fish and Wildlife Service
Kansas Ecological Services Field Office
2609 Anderson Avenue
Manhattan, KS 66502-2801**

**US Army Corps of Engineers
Attn: Regulatory Branch
Kansas City District
601 East 12th Street, Room 402
Kansas City, Missouri 64106-281**

**State Conservationist
Natural Resources Conservation Service
760 South Broadway
Salina, Kansas 67401**

**Kansas Dept. of Wildlife, Parks & Tourism
Environmental Services Section
512 SE 25th Avenue
Pratt, Kansas 67124-8174**

**Kansas Water Office
900 SW Jackson Street, Suite 404
Topeka, Kansas 66612**

**Executive Director
Kansas State Historical Society
6425 SW 6th Ave
Topeka, Kansas 66615**

**Kansas Biological Survey
University of Kansas
2041 Constant Ave
Lawrence, Kansas 66047-2906**

**Kansas Dept. of Agriculture
Division of Water Resources
1320 Research Park Drive
Manhattan, Kansas 66502**

**Kansas Dept. of Agriculture
Conservation Division
1320 Research Park Drive
Manhattan, Kansas 66502**

**Kansas Corporation Commission
266 North Main, Suite 220
Wichita, Kansas 67202**

**Kansas Geological Survey
University of Kansas
1930 Constant Ave - Campus West
Lawrence, Kansas 66047**

**Professional Engineering Consultants, PA
303 South Topeka
Wichita, Kansas 67202**

**Rose Hill Reporter
1009 N Rose Hill Rd.
Rose Hill, Kansas 67133**

**The Honorable Roger Perryn, Mayor
and City Council
City Hall, 125 W Rosewood St
P.O. Box 185
Rose Hill, Kansas 67133**

Rose Hill City Council Packet

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

AND

**ROSE HILL, KANSAS
KWPCRF PROJECT NO.: C20 2023 01**

EFFECTIVE AS OF OCTOBER 16, 2017

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Pledge Agreement, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's Kansas Water Pollution Control Revolving Fund Revenue Bonds, pursuant to a Master Bond Resolution adopted by the Authority.

LOAN AGREEMENT

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KANSAS WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of OCTOBER 16, 2017 by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and ROSE HILL, KANSAS, a "Municipality" according to K.S.A. 65-3321 hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports ("the DOA"), and the Kansas Development Finance Authority (the "Authority") have entered into an Inter-Agency Agreement effective March 1, 1999, (the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Combined Master Pledge Agreement, dated as of November 1, 1992, as the same has been amended and may be further amended and supplemented from time to time, (jointly the "Pledge Agreement"), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, KDHE has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority; and

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:

"Act" means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.

"Additional Payments" means the payments described in **Section 2.06** hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Water Pollution Control Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 37, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder promulgated by the Department of the Treasury.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to **Section 2.03** hereof.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality, which is payable from or secured, by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Federal Water Quality Act of 1987, as amended.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations, Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to **Section 2.05** of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in **Article II** hereof.

"Master Resolution" means the Master Bond Resolution adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

"Municipality" means Rose Hill, Kansas, its successors and assigns.

"Project" means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in **Exhibit A** hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority,

payment of temporary financing obligations issued by the Municipality to pay Project Costs;

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means wastewater collection and treatment system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Wastewater Treatment System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

"Wastewater Treatment System" means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed Three Hundred Fifty Five Thousand Dollars [\$355,000] to the Municipality to pay all or a portion of Project Costs described in **Exhibit A** hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (**Exhibit B** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of blds for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to **Exhibit B** shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The interest rate on the loan shall be [Gross Loan Rate] 2.13% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, **Exhibit B** hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in **Exhibit B**. Any subsequent revision to the amount of the Loan or **Exhibit B** hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as **Exhibit E**), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal; and

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement, if any;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in **Exhibit C** attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with **Exhibit B** attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on **Exhibit B** as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, at any time, without penalty, upon giving 60 days written notice to KDHE of its intent to so prepay, such notice shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument); provided, however, a partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, re-amortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) **Organization and Authority.**

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in **Exhibit D**: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in **Exhibit D**, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on **Exhibit B** attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in **Exhibit C** hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in **Exhibit C** hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in **Exhibit C** hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as **Exhibit F** together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in **Exhibit G** attached hereto;

(4) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate the properties of its System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of **Section 4.02** hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed \$25,000 for the Municipalities fiscal year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, **Audits of States, Local Governments, and Non-Profit Organizations** as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.

(2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Financial Information.** The Municipality specifically agrees to provide to KDHE a reasonable number of copies of such financial information and operating data of the Municipality and the System to the extent necessary for KDHE to comply with its continuing disclosure obligations set forth in the SEC Rule and the Pledge Agreement. Such financial information shall be accompanied by an audit report prepared in accordance with the provisions of *subsection (g)(2)* hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law. Any such requested financial information and operating data shall be supplied to KDHE within 270 days after the end of the Municipal Fiscal Year. Such requirement may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System, unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. In addition, the Municipality shall provide KDHE with prompt notification of the occurrence of certain material events. For purposes of this paragraph, "material event" shall mean: (a)

principal and interest payment delinquencies on any Indebtedness; (b) non-payment related defaults in agreements authorizing any Indebtedness; (c) rating changes on any Indebtedness; (d) adverse tax opinions or events affecting the tax-exempt status of any Indebtedness; or (e) unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations to the Authority under the Pledge Agreement, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 6.01** hereof.

Section 5.02. Remedies on Default.

(a) Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on **Exhibit B**, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to **Section 5.02** hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this **Article V**, it shall not be necessary to give any notice, other than such notice as may be required in this **Article V**.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance
Authority
534 South Kansas Avenue, Suite 800
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on ***Exhibit H***.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

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IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS



By: Susan Morier, MDag
Title: Secretary

"KDHE"

Date: 10-24-17

ROSE HILL, KANSAS

(Seal)

By: _____
Title: Mayor

"Municipality"

Date: _____

ATTEST:

By: _____
Title: Clerk

Rose Hill City Council Packet

EXHIBIT A

DESCRIPTION OF THE PROJECT

The project will provide construction of approximately 1,600 linear feet of sanitary sewer rehabilitation through point repairs and cast-in-place-piping (CIPP), and also manhole rehabilitation within the collection system serving the City of Rose Hill.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

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KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs

Project Principal: 350,517.18
Interest During Const.: 4,093.90
Service Fee During Const.: 388.92
Gross Loan Costs: 355,000.00

Prepared for:
City of Rose Hill, Project No. C20 2023-01

10/16/2017
Gross Rate: 2.13%
Service Fee Rate: 0.25%
Loan Interest Rate: 1.88%
1st Payment Date: 3/1/2019
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2019	355,000.00	3,337.00	7,164.91	443.75	10,945.66	347,835.09
2	9/1/2019	347,835.09	3,269.65	7,241.22	434.79	10,945.66	340,593.87
3	3/1/2020	340,593.87	3,201.58	7,318.34	425.74	10,945.66	333,275.53
4	9/1/2020	333,275.53	3,132.79	7,396.28	416.59	10,945.66	325,879.25
5	3/1/2021	325,879.25	3,063.26	7,475.05	407.35	10,945.66	318,404.20
6	9/1/2021	318,404.20	2,993.00	7,554.65	398.01	10,945.66	310,849.55
7	3/1/2022	310,849.55	2,921.99	7,633.11	388.56	10,945.66	303,214.44
8	9/1/2022	303,214.44	2,850.22	7,716.42	379.02	10,945.66	295,498.02
9	3/1/2023	295,498.02	2,777.68	7,798.61	369.37	10,945.66	287,699.41
10	9/1/2023	287,699.41	2,704.37	7,881.67	359.62	10,945.66	279,817.74
11	3/1/2024	279,817.74	2,630.29	7,965.60	349.77	10,945.66	271,852.14
12	9/1/2024	271,852.14	2,555.41	8,050.43	339.82	10,945.66	263,801.71
13	3/1/2025	263,801.71	2,479.74	8,136.17	329.75	10,945.66	255,665.54
14	9/1/2025	255,665.54	2,403.26	8,222.82	319.58	10,945.66	247,442.72
15	3/1/2026	247,442.72	2,325.96	8,310.40	309.30	10,945.66	239,132.32
16	9/1/2026	239,132.32	2,247.84	8,398.90	298.92	10,945.66	230,733.42
17	3/1/2027	230,733.42	2,168.89	8,488.35	288.42	10,945.66	222,245.07
18	9/1/2027	222,245.07	2,089.10	8,578.75	277.81	10,945.66	213,666.32
19	3/1/2028	213,666.32	2,008.46	8,670.12	267.08	10,945.66	204,996.20
20	9/1/2028	204,996.20	1,926.96	8,762.45	256.25	10,945.66	196,233.75
21	3/1/2029	196,233.75	1,844.60	8,855.77	245.29	10,945.66	187,377.98
22	9/1/2029	187,377.98	1,761.35	8,950.09	234.22	10,945.66	178,427.89
23	3/1/2030	178,427.89	1,677.22	9,045.41	223.03	10,945.66	169,382.48
24	9/1/2030	169,382.48	1,592.20	9,141.73	211.73	10,945.66	160,240.75
25	3/1/2031	160,240.75	1,506.26	9,239.10	200.30	10,945.66	151,001.65
26	9/1/2031	151,001.65	1,419.42	9,337.49	188.75	10,945.66	141,664.16
27	3/1/2032	141,664.16	1,331.64	9,436.94	177.08	10,945.66	132,227.22
28	9/1/2032	132,227.22	1,242.94	9,537.44	165.28	10,945.66	122,689.78
29	3/1/2033	122,689.78	1,153.28	9,639.02	153.36	10,945.66	113,050.76
30	9/1/2033	113,050.76	1,062.68	9,741.67	141.31	10,945.66	103,309.09
31	3/1/2034	103,309.09	971.11	9,845.41	129.14	10,945.66	93,463.68
32	9/1/2034	93,463.68	878.56	9,950.27	116.83	10,945.66	83,513.41
33	3/1/2035	83,513.41	785.03	10,056.24	104.39	10,945.66	73,457.17
34	9/1/2035	73,457.17	690.50	10,163.34	91.82	10,945.66	63,293.83
35	3/1/2036	63,293.83	594.96	10,271.58	79.12	10,945.66	53,022.25
36	9/1/2036	53,022.25	498.41	10,380.97	66.28	10,945.66	42,641.28
37	3/1/2037	42,641.28	400.83	10,491.53	53.30	10,945.66	32,149.75
38	9/1/2037	32,149.75	302.21	10,603.26	40.19	10,945.66	21,546.49
39	3/1/2038	21,546.49	202.54	10,716.19	26.93	10,945.66	10,830.30
40	9/1/2038	10,830.30	101.80	10,830.30	13.56	10,945.66	0.00
		Totals	73,104.99	355,000.00	9,721.41	437,826.40	

Prepared by DOA, OCFO

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a. Advertising for bids within 30 days of authorization to advertise.
 - b. Bid opening no sooner than 30 days after advertisement for bids.
 - c. Contract award within 60 days of bid opening.
 - d. Issuance of notice to proceed within 30 days of contract award.
 - e. Initiation of operation within 190 days of notice to proceed or no later than September 18, 2018.
 - f. Finalization of construction within 220 days of notice to proceed.
 - g. Project Performance Certification 365 days following Initiation of Operation.

No change may be implemented by the Municipality, which will delay or accelerate this schedule without prior approval of KDHE. KDHE must be promptly notified of any proposed changes.

2. Reserved.
3. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

Nondiscrimination in Employment

Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.

4. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.

The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.

5. a. The Municipality agrees that all bid solicitations will include the following statement in the "Information to Bidders" for this project.

"Bidders on this work, including subcontractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et. seq.)."

Currently there is no reporting procedure associated with this requirement.

- b. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, et. seq. and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, et. seq. as provided by law and to include those provisions in every contract or purchase order so that they are binding upon such subcontractors or vendors.
6. The Municipality will obtain a signed Certificate of Non-Segregated Facilities from the prime contractor prior to the award of a construction contract if the contract exceeds \$10,000 and is not exempt from the provisions of the equal opportunity clause. The Municipality will assure that the prime contractor obtains a signed copy of Certificate of Non-Segregated Facilities from each subcontractor prior to the award of any subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause. The certificate signed by the prime contractor is to be kept on file with the Municipality; and certificates signed by subcontractors are to be kept on file with the prime contractor.
7. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding \$10,000.00.
8. Wage Rate Requirements:

CWSRF: The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

Preamble

With respect to the Clean Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

-OR-

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Julie Milazzo, Milazzo.Julie@epa.gov, 206-553-2429, of EPA, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA) -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

Obtaining Wage Determinations.

Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

Contract and Subcontract provisions.

The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

Minimum wages.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

The classification is utilized in the area by the construction industry; and

The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or

cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/index.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and trainees

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other

than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may

by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000.

Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Compliance Verification

The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted

in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

Requirements under EPA FFY 2010 and Subsequent Appropriations Act For Subrecipients That Are Not Governmental Entities

Section II is not applicable to the Kansas Water Pollution Control Revolving Fund, and so is removed from this document.

9. The Municipality hereby agrees to the following requirements regarding Disadvantaged Business Enterprise (DBE) procurement:
 - a. If the loan amount is greater than \$250,000, adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.

- b. Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
 - c. Comply with the administrative provisions found in 40 CFR Section 33.302.
 - d. If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on municipality projects funded by KWPCRLF as required by 40 CFR Section 33.501(b).
 - e. The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15, once the notice to proceed for construction has been issued, thru the semi-annual period in which construction has been completed.
10. The Municipality agrees that all bid solicitations will include the following statement:
- "Bidders must fully comply with Subpart C of 40 CFR Part 32 entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.epls.gov are not eligible for award of any contracts funded by the Kansas Water Pollution Control Revolving Loan Fund."**
- Subpart C of 40 CFR Part 32 must be included as part of the contract documents and EPA Form 5700-49 must be included in all contracts, completed and returned with the bid form.
- The Municipality acknowledges that doing business with any part appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Agreement and may also result in suspension or debarment under this Part.
11. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.
12. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.
13. The Municipality shall follow applicable state procurement laws and regulations, and procedures established by the Secretary of KDHE as presented in Water Quality Policy Memorandum No. 10-1 dated May 3, 2010 - Final. KDHE approval is required prior to procurement.

14. In accordance with OMB Circular A-133, which implements the Single Audit Act, the municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year, and the city will be notified by KDHE if an A-133 Single Audit is required. Please note this loan is provided, in part, with federal funds (CFDA 66.458).
An A-133 Single Audit is not required for this project at Rose Hill.
15. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.
16. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
- a. The Municipality agrees the performance standards applicable to the Project are:
 - (1) All construction deficiencies have been resolved.
 - b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - c. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
17. A final plan of operation and draft update to the operation and maintenance manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.
18. The rates and ordinances enacting the approved user charge system and sewer use requirements as approved by KDHE shall be enacted prior to initiation of operation.
19. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.

20. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
21. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.
22. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
23. The Loan Recipient must comply with the "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs", dated October 2003 and found at <http://www.epa.gov/owm/cwfinance/cwsrf/enhance/DocFiles/Other%20Docs/Crosscutterhandbook.pdf>
24. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed rehabilitation wastewater stabilization lagoon and the Municipality agrees to implement measures to mitigate all known adverse environmental effects of the project. The following mitigate actions are required: (Subject to Environmental Clearance)

EXHIBIT D

USE OF LOAN PROCEEDS

The project will provide construction of approximately 1,600 linear feet of sanitary sewer rehabilitation through point repairs and cast-in-place-piping (CIPP), and also manhole rehabilitation within the collection system serving the City of Rose Hill.

The loan proceeds will be utilized to pay the costs of:

1. **Construction:** All action construction costs of the improvements to the wastewater stabilization lagoon and incidental work associated with construction.
2. **Engineering:** All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.
3. **Administrative:** All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full time employees of the municipality and purchase of land and easements.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. **INSTRUCTIONS** - Please type or print legibly. Items 4, 5, 6, and 8.o. are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
2.	This space is reserved for the assigned KDHE project number. Enter complete project identification number e.g., C20 0681 02.		shown on line d.
3	Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project.	8f	Enter inspection and audit fees of construction and related programs.
7.	The employer identification number assigned by the U.S. Internal Revenue Service MUST be entered to assist in processing of your Disbursement Request.	8g	Enter those amounts associated with the actual construction of, addition to, or restoration of a facility.
8.	Use only columns (a), (b), and (c).	8h	Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.
8a	Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet.	8i	Enter the amounts for all items not specifically mentioned above.
8b	Enter amounts pertaining to the work of location and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.	8j	Enter the total cumulative amount to date which should be the sum of lines a through i.
8c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.	8k	Enter the total amount of program income applied to the loan agreement. Identify on a separate sheet of paper the sources and types of the income.
8d	Enter basic fees for services of architectural engineers.	8l	Enter the net cumulative amount to date which should be the amount shown on line j minus the amount on line k.
8e	Enter other architectural engineering services. Do not include any amounts	8m	Enter the amount of reimbursements paid to date.

8n Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines l and m. If different, explain on a separate sheet.

9b Leave blank, this is to be completed by the funding agency official representative who is certifying to the percent of project completion as provided for in the terms of the loan agreement.

9a To be completed and signed by the duly authorized recipient official. The date should be the actual date the form is submitted to the funding agency.

4. **NOTE: ONE ORIGINAL SIGNATURE DISBURSEMENT REQUESTS AND ONE SET OF SUPPORTING DOCUMENTATION MUST BE SUBMITTED.**

Submit disbursement requests directly to:

Kansas Department of Health & Environment
Bureau of Water
Municipal Programs
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

You should retain one copy for your records.

5. The Authorized Municipality Representative identified in the Loan Agreement remains the principal contact for all project matters.

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EXHIBIT E				
KWPCRF or KPWSLF OUTLAY REPORT AND REQUEST FOR DISBURSEMENT <small>(See Instructions)</small>	1. AGENCY TO WHICH THIS REPORT IS SUBMITTED: KDHE - BUREAU OF WATER MUNICIPAL PROGRAMS SECTION OR PUBLIC WATER SUPPLY SECTION	2. KDHE PROJECT NUMBER ASSIGNED KWPCRF PROJECT # C20 _____ KPWSLF PROJECT # _____		
3. TYPE OF REQUEST: FINAL _____ PARTIAL _____	4. PAYMENT REQUEST NUMBER # _____	5. PERIOD COVERED BY THIS REPORT FROM (Mo. day, year) TO (Mo. day, year)		
6. RECIPIENT ORGANIZATION INFORMATION NAME : _____ NO. & STREET : _____ CITY : _____ STATE AND ZIP CODE _____		7. FEIN NUMBER: _____		
8. TO: THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, ACTING ON BEHALF OF THE STATE OF KANSAS UNDER THE LOAN AGREEMENT EFFECTIVE AS OF _____, BETWEEN KDHE AND the _____ The undersigned hereby requests that the following amounts be paid to the following payees for the following Project Costs as defined in said Agreement:				
CLASSIFICATION	(a) Total amount requested	(b) Payee	(c) Description	Total Approved (KDHE use only)
a. Administrative expense				See KDHE Attached Sheet or Reverse Side
b. Preliminary expense (Planning and Design)				
c. Land, structures, right-of-way (Not allowable)				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Construction and project improvement cost				
h. Equipment (By Separate Contract)				
i. Miscellaneous cost				
j. Total cumulative to date (sum of lines a thru i)	\$0.00			
k. Deductions for program income				
l. Net cumulative to date (Line j minus line k)	\$0.00			
m. Disbursements Paid to Date				
n. Amount due this Request (Line l minus Line m)	\$0.00			
o. Percentage of physical completion of project				
9. CERTIFICATION: I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due to the persons whose names and addresses are stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improvement, repair, rehabilitation or extension of the Wastewater Treatment Works or the Water Supply/Treatment/Distribution Works; (iii) all representations made in the Agreement remain true as of the date of this request; and (iv) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.				
a. RECIPIENT: Signature of Authorized Certifying Official _____ Typed or Printed Name and Title _____			b. KDHE Representative Certifying to line 8.n. Rodney R. Gelsler or William Carr Signature of Authorized Certifying Official _____ See KDHE Attached Sheet or Reverse Side Typed or Printed Name and Title _____ Chief, Municipal Programs Section or Public Water Supply	
Date Submitted	Telephone (Area Code, number & ext.)	Date Approved	Telephone (Area Code, number & ext.) 785-298-5527 or 298-0735	

Revised 01/14 <http://www.kdheks.gov/water> - State Revolving Loan Fund - Outlay Report & Request for Disbursement (Excel)

Rose Hill City Council Packet

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ROSE HILL, KANSAS
HELD ON [ORDINANCE DATE]**

The Governing Body of the City met in [regular/special] session at the usual meeting place in the City, at [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN ROSE HILL, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member] _____ moved that said Ordinance be passed. The motion was seconded by [Council member] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____

No: _____

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

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Rose Hill City Council Packet

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN ROSE HILL, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Rose Hill, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project will provide construction of approximately 1,600 linear feet of sanitary sewer rehabilitation through point repairs and cast-in-place-piping (CIPP), and also manhole rehabilitation within the collection system serving the City of Rose Hill (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Three Hundred Fifty Five Thousand Dollars [\$355,000] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of OCTOBER 16, 2017, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security

interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of OCTOBER 16, 2017, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Rose Hill, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ____ of the Municipality (the "Ordinance") adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

(d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

Mayor and City Council
Rose Hill City Hall
125 W Rosewood St
P O Box 185
Rose Hill, KS 67133

Rose Hill City Council Packet

(Published in Rose Hill Reporter on November __, 2017)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN ROSE HILL, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Rose Hill, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project will provide construction of approximately 1,600 linear feet of sanitary sewer rehabilitation through point repairs and cast-in-place-piping (CIPP), and also manhole rehabilitation within the collection system serving the City of Rose Hill (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Three Hundred Fifty-Five Thousand Dollars [\$355,000] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of OCTOBER 16, 2017, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security

interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on November 6, 2017 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

APPROVED AS TO FORM ONLY

City Attorney

RESOLUTION _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF ROSE HILL, KANSAS; THE ROSE HILL HISTORICAL SOCIETY; AND ROSE HILL UNIFIED SCHOOL DISTRICT 394.

BACKGROUND: The banner project is designed to provide an opportunity for donors to provide a picture of a veteran to be printed on a banner to be displayed on utility poles throughout the community. The project is to be funded by a combination of donations, purchases, operating expenses, and in-kind support. The banner project started as a Rose Hill Middle School project and has gained community wide support. The need has risen for more coordination of resources to ensure the long term success. The City Council deems the banner project an integral part of the city at-large and that providing both financial and in-kind support is a public purpose and is in the best interest of the City and community.

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

Section 1: The Governing Body approves the Memorandum of Understanding by and between the City of Rose Hill, Kansas; the Rose Hill Historical Society; and the Rose Hill Unified School District 394.

Section 2: The Mayor, City Administrator, and City Clerk are hereby authorized and directed to execute the City's responsibilities as detailed in the Memorandum of Understanding.

Section 3: The Mayor, City Administrator, and City Clerk are hereby authorized and directed to execute for and on behalf of the Memorandum of Understanding and any other documents necessary to effect the actions authorized herein.

Section 4: The memorandum may be amended by resolution as the Governing Body deems necessary. The memorandum shall be open to inspection and available to the public at all reasonable hours.

Section 5: Nothing in the memorandum shall prevent the City from modifying its participation to meet the needs of the City or the Rose Hill Historical Society as circumstances may arise.

Section 6: This resolution is effective immediately.

Passed and adopted this _____ day of _____, 2017.

Roger Perryn, Mayor

ATTEST

Kelly Mendoza, City Clerk



Memorandum of Understanding

**By and Between
City of Rose Hill, Kansas;
Rose Hill Historical Society; and
Rose Hill Unified School District 394**

This Memorandum of Understanding sets forth the understanding between the City of Rose Hill (City), the Rose Hill Historical Society (Society), and Rose Hill Unified School District 394 (School) for the sponsorship and support of the Veterans Banner project: Rose Hill Remembers.

Background

The banner project is designed to provide an opportunity for donors to provide a picture of a veteran to be printed on a banner to be displayed on utility poles throughout the community. The project is to be funded by a combination of donations, purchases, operating expenses, and in-kind support. The banner project started as a Rose Hill Middle School project and has gained community wide support. The need has risen for more coordination of resources to ensure the long term success. The City has identified in City Council Resolution _____ that the banner project is an integral part of the city at-large and that providing both financial and in-kind support is a public purpose and is in the best interest of the City and community.

General Nature of Support

While this memorandum provides details for planning purposes, it does not preclude the organizations from needing to modify, remove, or add items that may be in the best interest of the project. The overall nature of the City's support is maintenance and physical services. The overall nature of the Society's support is administrative coordination and promotion. The overall nature of the School's support is project management.

School responsibilities

The School agrees to the following responsibilities:

- Develop, provide, and receive all applications for participation in the project.
- Approve or disapprove applications based on School guidelines, which are to be in writing, made available to all applicants, and are to be incorporated as part of this agreement. The School reserves the option to revise the guidelines as necessary.
- Make all orders and re-orders through the banner supplier.
- Receive all printed banners and confirm accuracy of order.
- Establish guidelines for determining when banners are damaged or require removal or replacement.

- Coordinate all warranty or service issues with banner supplier.
- Determine the locations for banners to hang, subject to approval by utility companies, including the creation and updating of a map.
- Designate individual banner locations on a first-come, first-served basis; maintain any necessary waiting list or decide rotation schedule to accommodate participants.
- Fix the schedule for banners to be displayed, notifying the City and Society of any changes in the schedule.
- Serve as the primary contact for all errors, troubleshooting, and questions that arise regarding the project.
- Oversee the creation of a web site to explain, promote, and serve the project.

Society responsibilities

The Society agrees to the following responsibilities:

- Receive all participant application payments and donations and keep all funds.
- Handle all tax-deductible documentation.
- Route all applications to the School for review, approval, and ordering.
- Make payment to banner supplier upon notification from School that an order or re-order has been placed.
- Accept delivery from School of received banners and store all banners.
- Make banners available to the City for hanging; and coordinate with City for delivery to Society storage after banners are lowered.
- Promote and advertise the banner project.
- Assume all responsibilities of the School in the event the School chooses at some future point to no longer participate.

City responsibilities

The City agrees to the following responsibilities:

- Seek and coordinate permission from applicable utility companies regarding locations and any added or change in locations in accordance with the School-provided map.
- Pickup and transport banners from Society storage to School-designated locations.
- Inspect banner conditions and report to the School any deficiencies, problems, vandalism, or maintenance concerns.
- Acquire and maintain all brackets necessary for hanging banners. During non-use for the banner project, the City reserves the right to use the brackets for other purposes, such as Christmas decorations, etc.
- Hang and remove all banners in accordance with the schedule established by the School.
- Remove as soon as possible any banner that has become vandalized or defaced, reporting incident to both the Police Department and the School.

Attachments

The following are attached and incorporated into this agreement as follows:

1. City Resolution authorizing City support for project.
2. Map of proposed locations
3. Program Guidelines

4. Participant application form

Contact Information

For inquiries and actions related this memorandum, the following individuals are designated to serve as the primary points of contact:

- School: Debbie Funke, _____, dfunke@usd394.com
- Society: Daryl Futhey, 316-737-2913, email: _____
- City: Rick Cooper, 316-978-0691, email: rcooper@cityofrosehill.com

Confirmation

Agreed to by the following representatives of each entity on the date signed below.

Roger Perryn, Mayor City of Rose Hill	Date
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Rose Hill Unified School District 394	Date
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Rose Hill Historical Society	Date
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RESOLUTION_____

A RESOLUTION APPOINTING AN INTERIM CITY ADMINISTRATOR FOR THE CITY OF ROSE HILL, KANSAS.

BACKGROUND: In 1998, Mayor Dan Woydziak signed into city law ordinance 376 establishing the Office of the City Administrator recognizing the need for professional management in the operation of the City. In 2015, Mayor Jason Jones signed into law Charter Ordinance 12 further authorizing and supporting the role of professional management in the administration of the affairs of the City. Having received the resignation of the current City Administrator, the Mayor and City Council deem it necessary to appoint an interim to fulfill the duties and burdens of the office until such time a permanent replacement can be appointed.

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

Section 1. The Mayor appoints and the City Council confirms the City Clerk as Interim City Administrator to fulfill the duties and responsibilities spelled out in City Code Section 1-317. The appointment shall cease upon the appointment of a permanent City Administrator or the interim chooses to discontinue serving in the role.

Section 2. The City Council confirms its commitment to professional management of the City operations.

Section 3. The City Council directs and authorizes the Mayor and Interim City Administrator to begin recruitment of qualified candidates for review by the City Council as soon as possible. The City Council agrees that no selection shall be made until after January 2, 2018, or until the newly elected Council is convened.

Section 4: The appointment is effective November 18, 2017.

Passed and adopted this _____ day of _____, 2017.

Roger Perryn, Mayor

ATTEST

Kelly Mendoza, City Clerk

PERMITS ISSUED BY PERMIT TYPE (09/01/2017 TO 09/30/2017)

Selected Permit Type: Building (Residential), Electrical (Commercial), Mechanical (Residential), Plumbing (Residential)

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
Building (Residential)	BLDR-000096-2017	Roof/Siding	09/01/2017	Issued	609 E Bentwood Ct Rose Hill, KS 67133	No Project	
	BLDR-000097-2017	Accessory Structure	09/01/2017	Issued	311 S Rose Hill Rd Rose Hill, KS 67133	No Project	
	BLDR-000098-2017	Roof/Siding	09/05/2017	Issued	1618 N Timberline Dr Rose Hill, KS 67133	No Project	
	BLDR-000101-2017	Roof/Siding	09/11/2017	Issued	105 S Cedarwood Dr Rose Hill, KS 67133	No Project	
	BLDR-000102-2017	Roof/Siding	09/19/2017	Issued	540 E Plumwood Dr Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR BUILDING (RESIDENTIAL):							5
Electrical (Commercial)	ELEC-000100-2017	Service Change	09/05/2017	Issued	1307 N Rose Hill Rd suite: Suite A Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR ELECTRICAL (COMMERCIAL):							1
Mechanical (Residential)	MECR-000099-2017	HVAC Changeout	09/05/2017	Complete	1009 N Park Rd Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR MECHANICAL (RESIDENTIAL):							1
Plumbing (Residential)	PLMR-000103-2017	Water Heater	09/20/2017	Complete	1006 N Ridge Way Rd Rose Hill, KS 67133	No Project	
	PLMR-000104-2017	Water Heater	09/21/2017	Issued	1201 N Morris St Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR PLUMBING (RESIDENTIAL):							2
GRAND TOTAL OF ISSUED PERMITS:							9

PERMITS ISSUED BY PERMIT TYPE (10/01/2017 TO 10/31/2017)

Selected Permit Type: Building (Commercial), Building (Residential), Mechanical (Residential), Plumbing (Residential)

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
Building (Commercial)	BLDC-000118-2017	Remodel	10/26/2017	Issued	731 S Industrial Ct Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR BUILDING (COMMERCIAL):							1
Building (Residential)	BLDR-000107-2017	Roof/Siding	10/05/2017	Issued	256 W Young St Rose Hill, KS 67133	No Project	
	BLDR-000113-2017	Repair	10/19/2017	Complete	420 N Morris St Rose Hill, KS 67133	No Project	
	BLDR-000116-2017	Accessory Structure	10/24/2017	Issued	1114 N West St Rose Hill, KS 67133	No Project	
	BLDR-000117-2017	Addition	10/25/2017	Issued	323 E Young St Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR BUILDING (RESIDENTIAL):							4
Mechanical (Residential)	MECR-000106-2017	HVAC Changeout	10/04/2017	Issued	1209 N Morris St Rose Hill, KS 67133	No Project	
	MECR-000108-2017	HVAC Changeout	10/10/2017	Issued	302 E Orange Ct Rose Hill, KS 67133	No Project	
	MECR-000109-2017	HVAC Changeout	10/11/2017	Issued	501 E Oakwood Dr Rose Hill, KS 67133	No Project	
	MECR-000115-2017	HVAC Changeout	10/23/2017	Complete	226 E Berlin Dr Rose Hill, KS 67133	No Project	
	MECR-000119-2017	HVAC Changeout	10/26/2017	Issued	305 E Orange Ct Rose Hill, KS 67133	No Project	
TOTAL PERMITS FOR MECHANICAL (RESIDENTIAL):							5
Plumbing (Residential)	PLMR-000105-2017	Water Heater	10/03/2017	Complete	6 N Ridge Way Rd Rose Hill, KS 67133	No Project	
	PLMR-000110-2017	Repair	10/13/2017	Complete	36 N Harris Dr Rose Hill, KS 67133	No Project	
	PLMR-000111-2017	Water Heater	10/19/2017	Complete	517 E Showalter St Rose Hill, KS 67133	No Project	
	PLMR-000112-2017	Water Heater	10/19/2017	Complete	324 N Driftwood Ct Rose Hill, KS 67133	No Project	
	PLMR-000114-2017	Repair	10/20/2017	Complete	15747 Sw 160Th St Unincorporated, KS 67133	No Project	
TOTAL PERMITS FOR PLUMBING (RESIDENTIAL):							5
GRAND TOTAL OF ISSUED PERMITS:							15