

**City of Baldwin City
Council Meeting Agenda**

**Baldwin City Public Library
800 7th St 7:00 p.m.**

Monday, October 3, 2016

- A. **Call to Order:** President Kathy Gerstner
- B. **Consent Agenda:** *Consent Agenda Items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
1. Consider the Draft Minutes of the September 19, 2016 Regular Meeting
 2. Consider liquor license for Dance Studio
 3. Festival of Lights

- C. **Public Comments:** *Members of the public are welcome to comment about any matter relating to City business not listed on this Agenda. Please stand and wait to be recognized by the Mayor. As a general practice, the comments may or may not be acted upon by the Council during the meeting, or the Council may refer the items to staff for follow up.*

If you wish to comment on an item listed on the Agenda, a sign-up sheet is provided for you to sign in and provide your address. You will be called on when the Agenda item of interest is under discussion by the Council.

For all public comments there is a time limit.

- D. **Special Reports or Presentations**

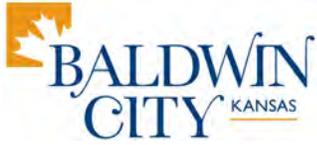
- E. **Old Business**

1. Signature Authorization - Utility Building Project
2. Ordinance No. 1353, KDHE Loan Agreement

- F. **New Business**

- G. **Committee and/or Commission Reports**

1. Budget and Finance/Kathy Gerstner, David Simmons
2. Community Development Committee/Steve Bauer, Tony Brown
3. Public Health and Safety Committee/David Simmons, Kathy Gerstner
4. Public Works Committee/Christi Darnell, Steve Bauer
5. Utilities Committee/ Tony Brown, Christi Darnell



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H. City Administrator and Staff comments

1. Financial/Vendor activity

I. Council & Mayor Comments

J. Executive Session

K. Adjourn

City of Baldwin City
Minutes from the September 19, 2016
Regular Council Meeting

The Baldwin City Council met in Regular Session at 7:00 p.m. at the Baldwin City Public Library, 800 7th Street, with Mayor Marilyn Pearse presiding.

Present were Council Members: President Kathy Gerstner, Tony Brown, Steve Bauer, Christi Darnell, David Simmons, Glenn Rodden-City Administrator, Laura Hartman-City Clerk. Also attending were Brad Smith, Ed Courton, Bill Winegar, Tina Rakes, Rob Culley, Chris Croucher and Greg Neis.

A. Call to Order:

Mayor Marilyn Pearse called the regular council meeting to order at 7:00 p.m.

B. Consent Agenda:

Kathy Gerstner moved and Christi Darnell seconded to approve the consent agenda as presented. Motion carried with a vote of 5 yes and 0 no.

C. Public Comments: Brian and Susan Pitts, 207 Elm commented on the franchise fee increase. Toby Ebel, 508 Heritage Drive also spoke on the utility bills and suggested some ideas.

Mayor Pearse asked Brad to address the billing cycle and the options that are already in place.

Christi Darnell asked to open discussion regarding the issue of a long billing cycle and the larger amount due. She asked if there are options to waive late fees especially for special situations. Council members continued discussion about the billing cycle and level pay. Tony said the Utility Committee will be glad to look into how we currently operate. Tony pointed out the committee makes decisions based on data.

D. Special Reports or Presentations: No reports given at this time.

E. Old Business

Utility Building Project- Glenn began the discussion on the proposed Public Utilities building. Brad expanded more detail relating to the project which has been in the CIP. Staff is looking for a commitment from the Council so they know if they need to move forward. Jay Zimmerschied was present and reviewed the powerpoint the Council had seen some time ago. The powerpoint was updated with the current information. A hard copy of the powerpoint was provided to council members. Council members had discussion about the big picture and order of building projects.

Tony Brown moved and Steve Bauer seconded to approve Resolution 2016-18 authorizing the building of the Public Utilities Building. Motion carried with a vote of 3 yes and 2 no.

F. New Business

Glenn explained the ValueNet agreement before council. Matt Hoy explained the legal pieces of the agreement. Kathy Gerstner moved and Steve Bauer seconded to approve the Valu-Net Agreement between Baldwin City and Valu-Net. Motion carried with a vote of 5 yes and 0 no.

Brad reviewed the sewer averaging concept. Brad asked for council guidance on the direction. Tony said the committee felt this plan was very reasonable and fair. Tony Brown moved and Christi Darnell seconded to have staff to move forward with drafting an ordinance for 6 month sewer averaging. Motion carried with a vote of 5 yes and 0 no.

Bill Winegar explained the street overlay project. Bill said council has the bid in their packet with a short memo addressing the project. Kathy Gerstner moved and Tony Brown seconded to approve the bid from N R Hamm in the amount of \$137,899.75 for the 2016 street overlay project. Motion carried with a vote of 5 yes and 0 no.

G. Committee Reports:

Budget and Finance- No report

Community Development Committee- Steve said the committee reviewed the NRA at their last meeting and are prepared to have a work session. Council agreed on a date of October 24, 2016 at 6:30 p.m. The committee will meet Wednesday, September 21st @ Library at 7:00 p.m.

Public Health and Safety Committee- The committee will meet, Thursday, Sept 22 at 4:00 p.m. at City Hall.

Public Works Committee- no report

Utilities Committee- This committee met on Sept. 8 at 7 a.m. Discussion included: Sewer averaging, proposal to set rates for new residents at the City average as opposed to the amount charged on regular months, parallel generation discussion- promoting alternative energy, information about utility bills and smart metering.

H. City Administrator and Staff Comments – Mayor shared she learned about an act of kindness from one of our Council members. The Mayor said Steve Bauer built a handicap ramp for the Surbaugh family and commented what a nice gesture this was.

Council members asked about the progress of the re-alignment of Eisenhower. Bill addressed this inquiry.

I. Adjourn

Steve Bauer moved and Kathy Gerstner seconded to adjourn the regular meeting. Motion carried with a vote of 5 yes and 0 no. Time 8:27 p.m.

Approved by the governing board on _____, 2016.

Attest:

Laura E. Hartman, City Clerk



Kansas Department of Revenue
Alcoholic Beverage Control Division
915 SW Harrison Street
Topeka, KS 66625-3512
Phone 785-296-7015 Fax 866-855-5025

REQUEST FOR PERMANENT PREMISE APPROVAL INSTRUCTIONS

WHICH FORM DO I NEED TO COMPLETE?

Complete and submit this form (ABC-806) if you:

- are applying for a new liquor license.
- currently possess a liquor license and are applying for a **permanent change** to your existing licensed premise.
- currently possess a liquor license and are changing your location. You must also complete and submit the *ABC LIQUOR LICENSE/PERMIT BUSINESS NAME AND/OR ADDRESS CHANGE FORM* (ABC-22) and submit a copy of your lease or deed.

Complete and submit the *REQUEST FOR TEMPORARY EXTENSION OF PREMISE APPROVAL* (ABC-816) if you:

- currently possess a liquor license and are applying for a **temporary extension** of your licensed premise.

Complete and submit the *REQUEST FOR TEMPORARY EXTENSION OF PREMISE INTO A SPECIAL EVENT* AREA* (ABC-817) if you:

- currently possess a liquor license and are applying for a **temporary extension of your licensed premise into a special event* area held on public streets, alleys, roads, sidewalks or highways.**

All forms may be found on our website at:

INSTRUCTIONS TO COMPLETE THE REQUEST FOR PERMANENT PREMISE APPROVAL (ABC-806):

1. Check the applicable type of permanent premise approval you are requesting.
2. LICENSEE INFORMATION. Enter the licensee information requested.
3. Answer the questions. Note: A Retailer, Farm Winery, Microbrewery or Microdistillery must be at least 200 feet from a school, college or church.
4. DIAGRAM. Check the appropriate box, then draw a complete diagram of the premises for which you are seeking license approval **or** attach your drawing to the ABC-806 form, provided it is no larger than 8½ X 11.
 - a. The diagram must include **all** entrances, exits and interior doors, walls, coolers, bars, liquor storage space, kitchen, counters, sales area, office, restrooms, etc.
 - b. The diagram must show approximate dimensions of the premise for which you are seeking approval.
 - c. If you are seeking a permanent change to the premise, indicate the currently approved premise **and** the area you wish to change.
5. ZONING. Check the appropriate license type then take the form to the city/county clerk to complete the zoning certificate section of the form.
6. Read the statements and check the boxes that you understand, then sign and date the form.
7. Submit your completed request with the required documents, if any, to the ABC by mail, fax or email to abc.licensing@kdor.ks.gov **at least 10 calendar days prior to the permanent or location change.**

CONTACT INFORMATION:

If you have questions or need assistance, please contact the ABC Licensing Unit by:

- **Phone: 785-296-7015; or,**
- **Email: abc.licensing@kdor.ks.gov**

**A special event is defined by K.S.A. 41-719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645, and amendments thereto, for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.*



Kansas Department of Revenue
 Alcoholic Beverage Control Division
 915 SW Harrison Street
 Topeka, KS 66625-3512
 Phone 785-296-7015 Fax 866-855-5025

REQUEST FOR PERMANENT PREMISE APPROVAL

- Check one: New License Application
 Permanent Change to Premise
 Location Change – Required ABC-22 and a copy of your lease or deed are attached

Licensee Information:

Business DBA Name		License Number (New License Applicant – enter your FEIN)	
Business Location Street Address	City	County	Zip Code
Contact Person Name	Phone Number	Email Address	
I am applying for or have a Retailer, Farm Winery, Microbrewery or Microdistillery license.			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, is the premise at least 200 feet from a school, college or church?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Diagram:

Check the appropriate box then draw a complete diagram of the premises for which you are seeking approval **or** attach your drawing. The diagram must include all entrances, exits and interior doors, walls, coolers, bars, liquor storage space, kitchen, counters, sales areas, office, restrooms, etc. **Architectural drawings are not accepted if larger than 8 ½" X 11"**. Return the completed form to the address above.

- Check one: Diagram drawn below 8 ½" X 11" drawing attached

The diagram shows a floor plan of a premises. It includes a north arrow pointing upwards. The plan features a large blue area at the top, a central area with a bar and kitchen, and a bottom area with a yellow wall and a red wall. Dimensions are provided on the left side: 11.81, 10.42, 10.42, and 10.42. A north arrow is located to the right of the diagram.

For a closer view of the diagram, go to <http://floorplanner.com/projects/35553069-badv>
 Please note that it is only the portion of the floor plan as shown on this document.



Kansas Department of Revenue
 Alcoholic Beverage Control Division
 915 SW Harrison Street
 Topeka, KS 66625-3512
 Phone 785-296-7015 Fax 866-855-5025

Zoning:

CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK

License Type (applicant check one):

- | | | |
|---|---|---|
| <input type="checkbox"/> Caterer | <input type="checkbox"/> Hotel/Caterer | <input type="checkbox"/> Microdistillery Packaging/Warehouse |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Hotel | <input type="checkbox"/> Non-Beverage User |
| <input type="checkbox"/> Drinking Establishment | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Public Venue |
| <input type="checkbox"/> Drinking Establishment/Caterer | <input type="checkbox"/> Microbrewery | <input type="checkbox"/> Private Club: <input type="checkbox"/> A or <input type="checkbox"/> B |
| <input type="checkbox"/> Farm Winery | <input type="checkbox"/> Microbrewery Packaging/Warehouse | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Farm Winery Outlet | <input type="checkbox"/> Microdistillery | |

NOTICE TO CITY/COUNTY CLERK: Submission of this zoning form by the applicant to the City or County constitutes notification to the governmental entity that an application for a liquor license has been or will be received by the ABC. Should the City or County you represent desire to make any comments, suggestions or recommendations relative to the granting of or refusal to grant a license to the above-named applicant; or, the premise for which licensure is sought or to request a hearing pursuant to K.S.A. 41-318 or 41-2608, it may do so by submitting such comments, suggestions, recommendations or requests to the ABC within 10 days of the date you affix your seal to this document. You may submit your written request to the address or fax number provided at the top of the form.

I HEREBY CERTIFY THAT THE PREMISES AT _____ IS:		
Location Street Address	City	Zip
(Check one box in each section below)		
CITY LIMITS: <input type="checkbox"/> Inside the incorporated city limits <input type="checkbox"/> Outside the city limits		
RETAILERS ONLY: K.S.A. 41-303 states no license shall be granted to any applicant unless:		
1. The board of county commissioners has adopted a resolution approving the issuance of a license to the location. <u>A certified copy of such resolution must accompany the license application.</u>		
ZONING: <input type="checkbox"/> within an area that complies with all applicable zoning regulations required by K.S.A. 41-710 or K.S.A. 41-2608. Farm Wineries, Microbreweries and Microdistilleries must be zoned agricultural, commercial or business as required by K.S.A. 41-7109(b); AND , Retail Liquor Stores, Farm Wineries or Microbreweries premises must comply with the building regulations required by K.S.A. 41-710		
<input type="checkbox"/> located outside an incorporated city, in a township or county that is not zoned		
PREMISE: <input type="checkbox"/> complies with all local ordinances/resolutions concerning the sale and consumption of alcoholic liquor.		
THE CITY/COUNTY ALLOWS: <input type="checkbox"/> Basic Hours <input type="checkbox"/> Expanded hours (Sunday sales)		
(Seal)		
CLERK SIGNATURE _____	<input type="checkbox"/> City Clerk	<input type="checkbox"/> Township Clerk <input type="checkbox"/> County Clerk
PRINTED NAME _____	DATE _____	PHONE _____

- I understand that any changes to the approved diagram must be submitted to the ABC and approved prior to making any change and that this diagram is subject to onsite review by an ABC Enforcement Agent.
- I understand that I must maintain a copy of the approved diagram on the licensed premise and make available for immediate inspection upon request.

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.

Licensee Signature _____	Printed Name _____	Date _____
<small>ABC Office Use Only</small>		
<input type="checkbox"/> DIAGRAM APPROVED AS SUBMITTED <input type="checkbox"/> DIAGRAM DENIED Reason Denied: _____	Signature of ABC Official _____	Date _____



SPECIAL EVENTS APPLICATION

Submit completed application to City Clerk Office thirty (30) days prior to event

Date: 9.13.16

Name of contact person Jeannette M. Blackmar, Baldwin City Chamber of Commerce

Phone 785.594.3200

Email jeannette@baldwincitychamber.com

Name of Sponsoring Business or Organization *(if different than above)*

Chamber with Baldwin City Tourism Bureau and City of Baldwin City

Address or location of event Parade: 8th to Chapel; High Street from 7th to 8th Street; Lotatorium

Describe the **type of event** proposed Festival of Lights

Date(s) of proposed event: Saturday, December 3, 2016

Hours of operation: Event: 6:00 pm - 8:00 pm; setup begins 4:00 pm

Please describe the **details** of your event in the space provided below. Attach additional sheets if necessary. The Festival of Lights consists of a parade along 8th Street to Chapel and High Street from 7th - 8th St.

The parade begins at 6:00 pm with a tree lighting ceremony in the Lotatorium at 6:30 pm, fireworks at 6:30 pm (inter-section of High and Sixth) and pictures with Santa Claus in the Lotatorium until 7:30 pm.

Attendance: Total anticipated attendance: Persons ~300 Vehicles ~100

*Weather dependent.

Electrical - does your event require electricity? No Yes (if yes, show location(s) on map)

Barricades - does your event require street closure? No Yes (if yes, show location(s) on map)

Trash: How will trash be managed? Provide Own Trash Receptacles

Request City Services (show location(s) on map)
Existing trash receptacles will suffice.

Restrooms: Number of Portable Restrooms 0

Company to place/remove NA

Company contact info NA

Structures: Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? No Yes

If yes, please describe:

The Festival of Lights includes inflatables located in the Lotatorium that the City provides and sets up. Music via the City's sound system is provided throughout the day, 10:00 am - 6:00 pm.

Signs: Are signs or attention attracting devices proposed with this event? No Yes (if yes, show on map)

Publicizing Event: Will the proposed event be advertised to the public?

No Yes – Flyers Yes – Newspapers Yes – Radio/TV (*Please attach copy*)

Flyers will be resemble last year's with the date changed (see attached).

REQUIRED DOCUMENTS CHECK LIST:

Completed Application

Map - Attach a map showing street(s) and location of the event as described above.

Insurance coverage – Applications for all events *held on public property and/or assisted by the City of Baldwin City* must be accompanied by a Certificate of Insurance identifying the City as "Additional Insured." Proof of liability and bodily injury insurance coverage at a minimum amount of \$500,000.00 combined single limit per occurrence with a minimum aggregate limit of \$1,000,000 is required. Insurance certificates must reference the event to be held and be dated within 30 days of the event.

Application fees: \$100.00 we request a waiver.

Non-Profit: Application fee may be waived by the City Administrator if a letter showing non-profit status is included with application.

Utility fees: If electric service is requested, a fee of \$25.00 plus the cost of electricity used will be assessed. Applicants must complete a utility card in advance and include with the application.

Alcohol: If alcohol is to be served or sold a copy of the *approved KSDR Form ABC-830 Temporary Permit Application and Agreement* on file with the City Clerk.

I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms of the Code of the City of Baldwin City, Kansas, which regulate special events, and by the specific terms and stipulations of this permit.

By signing this application, the applicants for a Special Event Permit agree to hold the City of Baldwin City and its employees harmless for any and all claims, lawsuits, or liability including attorney fees, costs allegedly arising out of loss, damages, or injury to person or person's property occurring during the course of or pertaining to the Special Event caused by the conduct of employees or agents of applicants.

Applicants Signature: Juanette M Blackmar

Applications for a special event filed after thirty (30) days prior to the event may not be considered

12.3.16 Festival of Lights Map

KEY

- X barriers – set up at 5:00 pm; 8th St. open as soon as parade is over. High St. open by 8:00 pm.
- firework location
- lotatorium – tree, inflatables & electricity, Santa pictures
- parade route





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	BALDWIN INSURANCE SERVICES 604 HIGH STREET. - PO BOX 303 BALDWIN CITY KS 66006	CONTACT NAME: Michael Rietcheck	
		PHONE (A/C, No, Ext): 785-594-6822	FAX (A/C, No):
		E-MAIL ADDRESS: miker@baldwininsurance.com	
	Phone: 785-594-6822 Fax: 785-594-7558	INSURER(S) AFFORDING COVERAGE	
INSURED	BALDWIN CITY CHAMBER OF COMMERCE 720 HIGH STREET BALDWIN CITY KS 66006	INSURER A: Mount Vernon Fire Insurance Company	NAIC #
		INSURER B: Berkley Assigned Risk	
		INSURER C:	
		INSURER D:	
		INSURER E:	

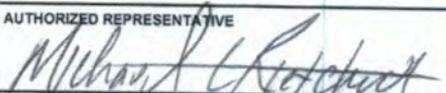
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NBP2550408D	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
						MED EXP (Any one person) \$ 5000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPIOP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	KSARP303579	3/2/2016	3/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		N/A				E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Festival of Lights

CERTIFICATE HOLDER CITY OF BALDWIN CITY P.O. BOX 86 BALWIN CITY, KS 66006	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

FESTIVAL OF LIGHTS

PARADE & TREE LIGHTING



Example
Flyer from
2015

Save the Date...

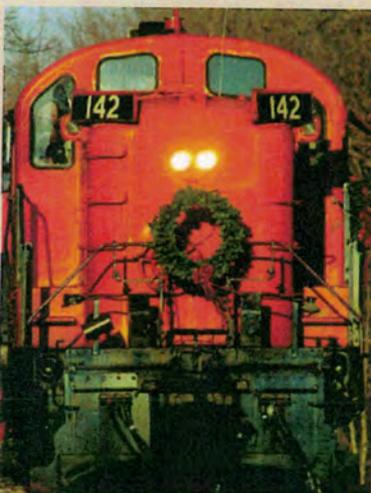
December 5, 2015

6:00 PM

- 9:00 AM - Breakfast with Santa
- 9:00 AM - Festival of Wreaths & Trees
- 10:00 AM - The Santa Claus Express
- 11:00 AM - Holiday Homes Tour
- 1:00 PM - Gingerbread House Party
- 1:00 PM - The Santa Claus Express
- 4:00 PM - Gingerbread House Party
- 5:00 PM - Annual Holiday Chili Supper
- 5:00 PM - Victorian Carolers
- 6:00 PM - Festival of Lights Parade
- 6:30 PM - Tree Lighting Ceremony
- 6:30 PM - Fireworks Display
- 7:00 PM - BCRC Raffle 62" TV
- 7:00 PM - Pictures with Santa Claus

Visit: baldwincitychamber.com

CELEBRATE THE SEASON
IN DOWNTOWN BALDWIN!!





AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of October in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Baldwin City Kansas
803 Eight Street
Baldwin City, KS 66006

and the Architect:
(Name, legal status, address and other information)

Zimmerschied Architecture, P.L.L.C
901 Branchwood Drive
Lawrence, KS 66049

for the following Project:
(Name, location and detailed description)

Baldwin City Public Works Facility
1100 Orange Street
Baldwin City, KS 66006

Project includes an estimated 18,278 sq.ft. new public works facility to be constructed at the existing City sewer plant site. The facility will include office spaces, vehicle storage and maintenance bays, and general storage areas. The project is anticipated to be a mix of conventionally framed construction and pre-engineered metal building construction.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Paragraph deleted)

Project site is located at 1100 Orange Street in Baldwin City, Kansas. It is assumed that all new construction will be contained to the existing property and not encroach on existing utility easements. The project budget is \$2,863,711.00 with roughly \$2,389,065.00 of that earmarked for the Cost of the Work and applicable contingency. For the purposes of this contract, a traditional design/bid/build process is assumed. Bid process will be a public competitive bid as required under law.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Estimated to be April 1st, 2017

.2 Substantial Completion date:

Estimated to be no later than February 1st 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may negotiate appropriate adjustments to the schedule, the Architect's services and/or the Architect's compensation in accordance with Article 4 to the extent that such change materially affects the Architect's cost of performance.

Init.

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User Notes:

(1633185848)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects engaged in the design of similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify in writing a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 Architect agrees to secure and maintain for the duration of this Agreement, at Architect's sole cost and expense, the following insurance coverages in the form and in amounts not less than the amounts specified below:

- .1 Professional Liability insurance, including contractual liability, covering claims arising out of the performance of the Services under this Agreement and for claims arising out of errors, omissions or negligent acts for which Architect may be liable, with policy limits of not less than One Million Dollars (\$1,000,000.00).
- .2 Commercial General Liability insurance which includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground explosion and collapse hazard, and person/advertising injury coverages with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance policy contains a general aggregate limit, it shall separately apply to this Project.
- .3 Commercial Comprehensive Automobile Liability insurance which includes contractual liability coverage and coverage for all owned, hired or non-owned vehicles utilized by Architect with limits of not less One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- .4 Architect shall maintain at all times during the term of this Agreement insurance coverage for:
 - (i) claims under workers' or workman's compensation, disability benefit and other similar employee benefit laws;
 - (ii) claims for damages because of bodily injury, occupational sickness or disease or death of Architect's employees under any applicable employer's liability law; and
- .5 Architect shall also provide and maintain any type of insurance not described above which it requires for its own protection or on account of statutes.

§ 2.5.1 Unless otherwise required, each insurance policy required in this Agreement, except the Architect's professional liability policy:

- .1 shall be kept in force throughout performance of the Services and for one (1) year after the Project Completion Date; and
- .2 shall be an occurrence policy.

§ 2.5.2 The Architect's professional liability policy required by this Agreement:

- .1 shall be issued by an insurance carrier acceptable to the Owner;
- .2 shall be kept in force throughout performance of the Services and for two (2) years after the Project Completion Date;
- .3 may be a claims-made policy; and
- .4 if any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Architect commences performance of the Services under this Agreement.

§ 2.5.3 Prior to performance of the Services, the Architect shall contractually require that its consultants have the required insurance coverages and that of its Consultants are in effect pursuant to this Agreement. The Architect agrees that the Owner shall have no responsibility to verify compliance by the Architect or its Consultants with any insurance requirements.

§ 2.5.4 Architect's Commercial General Liability policy and Commercial Comprehensive Automobile Liability policy, as set forth above, shall be endorsed to include the Indemnified Parties as additional insureds.

§ 2.5.5 With the exception of Workers Compensation and Professional Liability insurance, all insurance required by this Agreement shall be endorsed to be primary and not contributing with any other liability insurance available to the Owner and the Indemnified Parties.

§ 2.5.6 All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Twenty-Five Thousand Dollars (\$25,000.00).

§ 2.5.7 All insurance coverage procured by Architect, with the exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of this Agreement and subsequently in effect at the time of renewal of any policies required hereunder.

§ 2.5.8 Architect shall provide certificate(s) of insurance to the Owner as part of a properly completed application for payment before Architect shall be entitled to any sum of money payable under this Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the Owner before any policy covered thereby is canceled. Such certificate shall be in a form acceptable to the Owner. At the request of Owner, Architect shall provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Project as set forth in this Agreement.

§ 2.5.9 The maintenance in full current force and effect of such terms and amounts of insurance shall be a condition precedent to Architect's exercise or enforcement of any rights under this Agreement.

§ 2.5.10 If a part of the Services hereunder is performed by a Consultant, Architect shall require its Consultant to secure and maintain insurance against all applicable hazards or risks of loss set forth in this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services expressly and impliedly required to satisfy the applicable standard of care. Services not set forth or incorporated in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, report progress to the Owner, and perform work required under this Agreement as required to meet the contractual obligations contained herein.

§ 3.1.2 The Architect shall coordinate its and its consultant's services with those services provided by the Owner and the Owner's consultants. The Architect shall review information provided by the Owner and Owner's consultants for the completeness necessary to the performance of the Architect's services. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions, inadequacies or inconsistencies in such services or information. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.

§ 3.1.3 Time is of the essence for performance of all work under this Agreement. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. If Architect wishes to make a request for additional time to complete any portion of this Agreement, the Architect will make such a request in writing outlining the reason for the additional time and providing new time parameters to the Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall report to the Owner the results of this review, specifying the scope thereof. The Architect's performance and design, and those of its Consultants, shall conform to all applicable requirements in effect as of the date of the services imposed by governmental authorities having jurisdiction over the Project pursuant to the applicable standard of care. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall assist the Owner in preparing the program, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall report to the Owner the results of this review, specifying the scope thereof. The Architect's performance and design, and those of its Consultants, shall conform to all applicable requirements in effect as of the date of the services imposed by governmental authorities having jurisdiction over the Project pursuant to the normal Standard of Care.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, , environmentally responsible design alternatives and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. Operationally, Owner expects a highly integrated and cooperative team approach to the entire process of design and construction.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Upon the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, preliminary building plans, sections and elevations, and environmentally responsible design alternatives; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

§ 3.2.8 The Architect shall assist the Owner in connection with evaluating: (a) alternative materials, (b) structural, mechanical, enclosure, and other significant building systems, (c) site engineering as well as overarching issues of program, budget, and aesthetics, and shall report the results of this analysis in written form to the Owner.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Upon the Owner's approval of the Schematic Design Documents pursuant to this Agreement, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate, and environmentally responsible design alternatives. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Upon the Owner's approval of the Design Development Documents pursuant to this Agreement, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents to be within the Cost of the Work for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents as required by the Architect's standard of care and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work, including but not limited to, the architectural, structural, civil utilities serving the site, landscaping, fire protection and life safety design requirements for the Project. In connection with preparing the Construction Documents for the Project, Architect shall be responsible for the services of its Consultants, including but not limited to Consultants' preparation of final structural engineering calculations and civil engineering calculations. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder. The Construction Documents prepared by Architect during the Construction Documents Phase shall, in accordance with the Standard of Care:

- .1 be complete, accurate, coordinated, integrated, unambiguous, and buildable;
- .2 take into account existing site features and any existing structures and integrate the Work into existing site features and existing structures; and
- .3 portray Work which satisfies the Owner's disclosed aesthetic, functional and operational objectives in all material respects.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids ; (2) confirming responsiveness of bids or proposals; (3) determining the successful proposal, if any; and, (4) awarding and preparing contracts for construction. After completion of the Construction Documents, Architect shall advise Owner concerning the selection of subcontractors and suppliers on behalf of the Owner to the extent Owner has a role. Architect's advising in this matter shall not imply any endorsement or warranty of any subcontractor or supplier. Nothing in this paragraph shall create a duty on behalf of Owner or Architect to a subcontractor, supplier or contractor, or otherwise affect the City's internal procedures. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements (required under law and otherwise) and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction, as amended by the Supplementary Conditions as of the date of this agreement. Any modifications made between Owner and Contractor after this date shall not affect Architect's services unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

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procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The appropriate persons making such visits and evaluations shall be properly qualified, experienced and knowledgeable about the Project.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, or (5) determined that the application for payment is undisputed.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, as necessary to ascertain their conformance with the Contract Documents and as necessary to provide Owner with a functional Project that satisfies the Program. The Architect's review shall not be conducted for the purposes of confirming dimensions or quantities except to the extent that the Contractor has requested the assistance of the Architect to determine certain dimensions because those indicated in the Contract Documents conflict with existing field conditions or because the dimensions in the Contract Documents contain erroneous, inconsistent, or incomplete dimensions for which clarification is needed and can best be supplied by the Architect. Except to the extent the Contract Documents unambiguously dictate such matters, the Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify professional design services required of Contractor, and Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, to the extent a reasonably prudent Architect would rely on such services, certifications or approvals utilizing the applicable standard of care.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information (hereinafter, "RFI"). Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall acknowledge the receipt of each Contractor-generated RFI within three (3) days after receiving it. The Architect's response to such requests shall be made in writing with promptness necessary to avoid delay or cost, but in no case more than ten (10) days after the RFI is received by the Architect. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum, or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

§ 3.6.5.2 The Architect shall analyze properly prepared written requests by the Owner or Contractor for changes in the Work, including requests for adjustment to the Contract Sum or Contract Time, and shall report the results of its

analysis in writing to the Owner and Contractor within a reasonable period of time but in no case later than ten (10) days after the Architect's receipt of the request. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation.

§ 3.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor

§ 3.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents, subject to the rights and remedies of the Owner against the Contractor as set forth in the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, prepare the one-year warranty review for presentation to the construction contractor, and conduct a meeting with the Owner to review the facility operations and performance.

§ 3.7 Basic Services Addendum. The following services shall be deemed part of the Basic Services. Delineation below does not limit Architect's responsibilities under the terms of this Agreement.

3.7.1 Programming: Architect shall consult with Owner to develop the program for the Project, including:

- (a) Design objectives, limitations and criteria;
- (b) Occupancy dates;
- (c) Project site limitations;
- (d) Gross facility areas and space requirements;
- (e) Space relationships;
- (f) Utility service needs

3.7.2 Architect shall prepare multiple alternate preliminary designs at the request of the owner for the review and approval by Owner as to general design concept and appearance.

3.7.3 [Not Applicable]

3.7.4 [Not Applicable]

3.7.5 See Programming above.

3.7.6 [Not Applicable]

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- 3.7.7 Civil Engineering/Survey services shall be considered Additional Services not included in Basic Services Compensation. Refer to Sections 4.1, 11.2 & Exhibit A.
- 3.7.8 Landscape Architecture services shall be considered an Additional Service and is not included in Basic Services compensation. Refer to Exhibit A. 4.1, 11.2 & Exhibit A.
- 3.7.9 Interior Design/Documentation. Architect shall perform interior design and documentation services for items typically included in the General Construction, consisting of:
- (a) During the Schematic Design Phase, reviewing with the Owner space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish the following based upon the program requirements and cost limitations approved by the Owner: partition locations; furniture and equipment layouts; types and qualities of finishes for materials; security issues for similar facilities; space sizes and configurations;
 - (b) During the Design Development Phase, continued development and expansion of the approved interior Schematic Design Documents and preparation of Design Development Documents to develop outline Specifications or materials lists that establish final scope and preliminary details relative to the following in conformance with the cost limitations approved by the Owner: interior construction of the Project; special interior construction features; materials, finishes and colors; security issues for similar facilities; space sizes and configurations;
 - (c) During the Construction Documents Phase, preparation of final Construction Documents consisting of Drawings, Specifications and other documents based on the Design Development Documents and cost limitations approved by the Owner, setting forth in detail the requirements for interior construction.
- 3.7.10 Value Analysis. During the normal course of the design work, within reason, the Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the Program and all other contract documents, and report its analysis to the Owner in writing for decision. The analysis shall include, but not be limited to, anticipated initial savings, expected long term costs of use, durability, maintenance requirements and other factors that allow Owner to wisely allocate its resources.
- 3.7.11 [Not Applicable]
- 3.7.12 [Not Applicable]
- 3.7.13 Conformed Construction Documents. After completion of the Construction Documents, Architect shall track all submittals, changes, responses to RFIs, and other issues affecting the Construction Documents, and make available a set of Construction Documents reflecting those alterations for Owner and Contractor to review. Architect shall be deemed to comply with this section if it makes notes, clouds or other annotations on its conformed set of documents the name, location and other identifying information for where the information can be found.
- 3.7.14 Record Drawings. Architect shall provide record drawing services provided in Auto Cad and PDF formats consisting of:
- (a) Making arrangements for obtaining from Contractors information in the form of marked-up prints, drawings and other data on changes made during the performance of the Work;
 - (b) Reviewing general accuracy of information submitted by the Contractors;
 - (c) Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.
 - (d) Mechanical and electrical systems and equipment schedules with as-built information added will be submitted in specified spreadsheet or database formats.
 - (e) Collection and transfer of each approved submittal in .pdf.

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Such services are not certifications as to accuracy or completeness, but rather shall be provided in accordance with the applicable standard of care.

- 3.7.15 [Not Applicable]
- 3.7.16 [Not Applicable]
- 3.7.17 [Not Applicable]
- 3.7.18 [Not Applicable]
- 3.7.19 Coordination of Owner's Consultants. Architect shall make timely requests for information from Owner's consultants, timely review for sufficiency of such information, coordinate such information into the design and otherwise allocate appropriate space for same, coordinate such services so as to facilitate and garner uniformity and harmony among the Owner's systems and equipment, and give timely notice of any issues or problems with such information.
- 3.7.20 Telecommunications/Data Design. Architect shall design and otherwise allocate appropriate space (pathway only) for the telecommunications and data systems designed by Owner from the point of entry into the building to each end user for same.
- 3.7.21 Security. Architect shall design and otherwise allocate appropriate space (pathway only) for the security systems designed by the Owner's security consultant, for the completed project, including but not limited to access issues, security monitoring, necessary records requirements, and other.
- 3.7.22 [Not Applicable]
- 3.7.23 [Not Applicable]
- 3.7.24 [Not Applicable]
- 3.7.25 [Not Applicable]
- 3.7.26 [Not Applicable]
- 3.7.27 FFE. Architect shall perform furniture fixture and equipment services for items typically included in the General Construction consisting of:
 - (a) During the Schematic Design Phase, reviewing with the Owner space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish the following based upon the program requirements and Project Budget approved by the Owner: identification of equipment and other fixtures for the Project, including but not limited to fleet maintenance equipment, vehicle lifts, wash station, and other equipment for the facility.
 - (b) During the Design Development Phase, continued development and expansion of the approved interior Schematic Design Documents and preparation of Design Development Documents to develop outline Specifications or materials lists that establish final scope and preliminary details relative to the following in conformance with the Project budget approved by the Owner: interior construction of the Project; special interior construction features; materials, finishes and colors; identification of equipment and other fixtures for the Project, including but not limited to fleet maintenance equipment, vehicle lifts, wash station and other equipment for the facility.
 - (c) During the Construction Documents Phase, preparation of final Construction Documents consisting of Drawings, Specifications and other documents based on the Design Development Documents and Project Budget approved by the Owner, setting forth in detail the requirements for interior construction and furniture, equipment and fixture

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requirements. This does not included a full specification package for Owner selected offices furnishings.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	A	As described in 3.7 and elsewhere in the Agreement
<i>(Row deleted)</i>		
§ 4.1.2 Multiple preliminary designs	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	A	As described in Exhibit A
§ 4.1.8 Landscape design	A	As described in Exhibit A
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.10 Value Analysis (B204™–2007)	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site project representation	N/A	
§ 4.1.13 Conformed construction documents	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.14 As-Designed Record drawings	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.15 As-Constructed Record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210™–2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner’s consultants	A	As described in 3.7 and elsewhere in the Agreement
§ 4.1.20 Telecommunications/data design	O	As described in 3.7 and elsewhere in the Agreement
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	O	As described in 3.7 and elsewhere in the Agreement
§ 4.1.22 Commissioning (B211™–2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® Certification (B214™–2007)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	A	As described in 3.7 and elsewhere in the Agreement

Identification of specific Service Descriptions in the table above does not limit Architect's responsibilities under the terms of this Agreement, all of which are incorporated by reference into the "Location of Service Description" column above.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Refer to Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following potential Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the services until the Architect receives the Owner's written authorization. Examples include:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for LEED certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the implementation of codes, laws or regulations enacted or revised after completion of the Instruments of Service;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 [reserved];
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner if they exceed ten percent of the projected construction budget;
- .7 [reserved];
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 [reserved];
- .10 Consultation concerning replacement of Work resulting from *force majeure* during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Responding to Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to Contractor from a reasonable review and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation, but only to the extent such costs are recovered from the Contractor;
- .13 Preparing Change Orders and Construction Change Directives that require detailed evaluation of Contractor's proposals and supporting data or the preparation or revision of Construction Documents; but only to the extent such services are not as a result of Architect's failure to perform according to the applicable standard of care: or
- .14 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to the Construction Documents resulting therefrom if they exceed ten percent of the projected construction budget.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 [reserved];
- .2 [reserved];
- .3 [reserved];
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;

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- .5 [reserved]; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 90 days after the actual date of Substantial Completion of the entire Work.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (3) (three) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (24) (twenty-four) visits to the site by the Architect over the duration of the Project during construction
- .3 (3) (three) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (3) (three) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be negotiated as Additional Services.

§ 4.4 Absent the written agreement between the parties, no actions shall serve to waive any requirements of this Agreement or otherwise serve as a basis for additional compensation or time for performance, even in the event of Owner benefitting therefrom.

§ 4.5 A change in the Fee, any Reimbursable Expenses or the Contract Time shall be accomplished only by written notice from the Owner expressly authorizing the Services and stating the amount of the change.

§ 4.6 Architect hereby acknowledges that the Owner's designated representative is the only person who can order changes in the Services, and that Architect shall not comply with requested changes from any person other than the Owner's designated representative. If Architect receives requests for changes from any person other than the Owner's designated representative, Architect shall report such request to the Owner's designated representative for resolution.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information reasonably available to Owner and as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. Nothing contained within this Agreement is intended to create any lien rights.

§ 5.2 The Owner shall periodically update the Owner's overall budget for the Project. The Owner shall not significantly increase or decrease the Owner's budget without the agreement of the Architect if such change would significantly change the Services to be provided by Architect. The Owner shall inform the Architect in writing of changes in the Owner's budget. In the event of a significant increase or decrease, the Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. Owner's representative may be changed by Owner delivering to Architect written notice of a replacement representative. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. No action taken by an Owner under this section shall relieve the Architect of its obligations pursuant to this Agreement.

§ 5.4 Owner shall furnish or cause to be furnished surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public

and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Upon the reasonable request of the Architect, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The scope, location and other details of the services necessary for the completion of the obligations under this Agreement shall be determined by Architect in accordance with the applicable standard of care.

§ 5.6 Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 Upon the reasonable request of the Architect, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that it believes may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Unless otherwise stated, Architect and its consultants shall have access to the site for activities necessary for the performance of the Work. The Architect and its consultants shall take precautions to minimize damage to the site due to these activities. The Architect will coordinate all Work with Contractor or Owner, scheduling in advance with Contractor or Owner activities that will limit access to any particular part of the site so as to enable Contractor or Owner to make all necessary arrangements to accommodate Architect's activities.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not

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warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project if disclosed in writing; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be in accordance with Article .3.7.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of amounts due Architect hereunder not subject to a good faith bona fide dispute, under this Agreement. Upon final payment by Owner of the amounts due Architect under this Agreement upon completion of the work or termination of the Agreement, the license shall become irrevocable. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 For purposes of this Agreement, Instruments of Service shall have the same meaning as in AIA Document A201-2007, General Conditions of the Contract for Construction, and shall include, but not be limited to, all work papers, studies, programming, testing, guides, reports, notes and other papers of Architect and its consultants. For example, the needs studies for space and equipment along with the underlying data, calculations and other work shall be an Instrument of Service.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1, except to the extent such claims are for indemnity, contribution or recoupment.

§ 8.1.2 To the extent damages are covered and paid by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by the Supplementary Conditions. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 [reserved]

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation, if applicable. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

[struck]

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of amounts not subject to a good faith dispute in accordance with this Agreement that were part of timely, properly completed, undisputed applications for payment, and such failure shall continue to seven (7) days after receipt of written notice from Architect, such failure shall be considered substantial nonperformance and cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule for the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. When the Architect has not performed or has unsatisfactorily performed the contract, payment may be withheld to the extent the Owner deems it necessary to protect itself against damages or loss due to the actions or inactions of Architect. Upon termination for cause, subject to withholding as allowed by law and under this agreement, Architect shall be eligible to receive payment for its applicable fees for its services performed and accepted as of the date of termination. The Architect will not receive any fees, expected profits or other compensation in relation to work that has not been performed and accepted by Owner.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause, including, but not limited to, the inability of the Owner to get acceptable financing for the Project, its decision not to proceed further on the Project, or the exercise of its discretion.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services performed prior to termination, together with Reimbursable Expenses then due. The Architect will not receive any fees, expected profits or other compensation in relation to work that has not been performed.

§ 9.7 [reserved]

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, Architect shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Services provided by the Architect are, for the purposes of this Agreement, deemed to be personal services. The Architect shall assign the team (the "Project Team") to perform and/or oversee their designated tasks by identifying them in writing to the Owner prior to any work being performed. Owner shall review and approve or reject members of the Project Team, but such review, approval and rejection shall not be deemed control over Architect's means and methods or verification of the Project Team's competence. Any replacement of a listed team member shall be approved in advance by the Owner in writing, and Owner reserves the right to require the removal of members of the Project Team. However, nothing in this clause shall be construed to limit the Owner's right to terminate the Contract, as provided in this Agreement, or as the Owner's adoption of any designated person as having all necessary skills, experience or talent necessary to perform the work. Termination by the Owner as a result of a change in the Architect's Project Team shall be deemed a justifiable Termination for Cause.

10.10 This agreement shall be interpreted without regard to the draftsman. The terms and intent of this Agreement, with respect to the rights and obligations of the parties, shall be interpreted and construed on the express assumption that each party participated equally in its drafting.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Eight & one half (8.5%) percent of the anticipated Cost of Work as of the date of this agreement, which calculates to \$203,070.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

As negotiated with the Owner for services required and according to Architect's published rates in Article 11.7

§ 11.3 For Additional Services that are approved by Owner in writing according to the terms of this Agreement during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

As negotiated with Owner and according to Architect's published rates in Article 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced, but shall not receive any fees, expected profits or other compensation in relation to work that has not been performed..

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices and upon written approval of Owner.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Published Hourly Rates in accordance with Exhibit B

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services, must be preapproved by Owner in writing, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out of town travel and subsistence;

.2 Fees paid for securing approval of authorities having jurisdiction over the Project.

.3 Printing, reproductions, plots, standard form documents;
(Paragraphs deleted)

.4 Sales taxes levied on professional services..

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.8.3 The Architect hereby waives all rights to payment by the Owner for otherwise reimbursable expenses when the expense was incurred more than ninety (180) days before the date on which the Owner receives the first invoice from the Architect requesting payment for that expense.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraph deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 [reserved].

§ 11.10.2 Payments for timely submitted, properly completed, undisputed applications for payment of services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of such Architect's application for payment under this paragraph. Amounts unpaid thirty (30) days after the application's date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraphs deleted)

Applications for payment should be in Architect's format approved by the Owner, and submitted to Owner's Designated Representative.

§ 11.10.3 [reserved]

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 INDEMNITY

§ 12.1.1 To the fullest extent permitted by Law, the Architect shall hold harmless and indemnify the Owner and any of its officers, directors, employees, and their successors (collectively the "Indemnified Parties"), from and against liability, loss, costs, and expenses arising out of or resulting from the negligent performance of the Architect's Services under this Agreement to the extent caused by the negligent act or omission (i) of the Architect, or (ii) of the Architect's Consultants, or (iv) the agents, servants, or employees of Architect and any Architect's Consultant, to the extent such claim, damage, loss or expense is not caused by the negligence or fault of any of the Indemnified Parties.

Nothing contained herein shall be construed to require Architect to indemnify the Indemnified Parties from liability, losses, costs and expenses proximately caused by the Indemnified Parties, or each of them. The above-said right of indemnity shall be in addition to other rights of indemnity that any of the Indemnified Parties may possess. The indemnification obligations of Architect under this Agreement shall survive termination of this Agreement or final payment hereunder.

§ 12.1.2 In any and all claims against the Owner by any employee of Architect or any of Architect's Consultants, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, the indemnity obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for Architect or any of Architect's Consultants under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

12.2 KANSAS LEGAL REQUIREMENT

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User Notes:

(1633185848)

§ 12.2.1 Architect and its consultants, whether they be individuals, partnerships, firms, corporations or other associations of persons, must comply with all applicable Kansas laws, including, as applicable, registration with the Secretary of State, registration with the Secretary of Revenue for each contract or subcontract that exceeds \$10,000 (K.S.A. 79-1008 to 79-1015, as amended), execution and filing with the Secretary of Revenue of a good and valid bond in a surety company authorized to do business in this state in an amount of at least \$1,000(id.), appointment of the Secretary of State as its agent for tax purposes (id.) and appointment of an agent for service of process who is a resident of the State of Kansas (K.S.A. 16-113).

§ 12.2.2 Architect shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

§ 12.2.3 Consistent with K.S.A. 44-1030, the Architect agrees as follows:

- .1 The Architect shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
- .2 In all solicitations or advertisements for employees, the Architect shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission").
- .3 If the Architect fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Architect shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Owner.
- .4 If the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Architect shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the Owner.
- .5 The Architect shall include the provisions of Clauses (1) through (4) in every consulting agreement, subcontract or purchase order so that provisions will be binding upon such consultant, subcontractor or vendor.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as amended;
- .2 [reserved]
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

A201-2007: General Conditions of the Contract for Construction ("General Conditions") as amended.

Hourly Rate Schedule

In the event of a conflict between the terms and conditions contained within this Agreement with any terms and conditions within the General Conditions as amended by the Supplementary Conditions and

in accordance with Article 3.6.1.1, the term or condition that imposes the greater responsibility on Architect or which more greatly limits Architect's rights shall control

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

, Mayor City of Baldwin City

(Printed name and title)

(Signature)

, Principal

(Printed name and title)

Init.

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Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:18:02 on 09/30/2016.

PAGE 1

AGREEMENT made as of the 3rd day of October in the year 2016

...

City of Baldwin City Kansas
803 Eight Street
Baldwin City, KS 66006

...

Zimmerschied Architecture, P.L.L.C
901 Branchwood Drive
Lawrence, KS 66049

...

Baldwin City Public Works Facility
1100 Orange Street
Baldwin City, KS 66006

Project includes an estimated 18,278 sq.ft. new public works facility to be constructed at the existing City sewer plant site. The facility will include office spaces, vehicle storage and maintenance bays, and general storage areas. The project is anticipated to be a mix of conventionally framed construction and pre-engineered metal building construction.

PAGE 2

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project site is located at 1100 Orange Street in Baldwin City, Kansas. It is assumed that all new construction will be contained to the existing property and not encroach on existing utility easements. The project budget is \$2,863,711.00 with roughly \$2,389,065.00 of that earmarked for the Cost of the Work and applicable contingency. For the purposes of this contract, a traditional design/bid/build process is assumed. Bid process will be a public competitive bid as required under law.

...

Estimated to be April 1st, 2017

...

Estimated to be no later than February 1st 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. may negotiate appropriate adjustments to the schedule, the Architect's services and/or the Architect's compensation in accordance with Article 4 to the extent that such change materially affects the Architect's cost of performance.

PAGE 3

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. engaged in the design of similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify in writing a representative authorized to act on behalf of the Architect with respect to the Project.

...

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. Architect agrees to secure and maintain for the duration of this Agreement, at Architect's sole cost and expense, the following insurance coverages in the form and in amounts not less than the amounts specified below:

- .1 Professional Liability insurance, including contractual liability, covering claims arising out of the performance of the Services under this Agreement and for claims arising out of errors, omissions or negligent acts for which Architect may be liable, with policy limits of not less than One Million Dollars (\$1,000,000.00).
 - .2 Commercial General Liability insurance which includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground explosion and collapse hazard, and person/advertising injury coverages with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance policy contains a general aggregate limit, it shall separately apply to this Project.
 - .3 Commercial Comprehensive Automobile Liability insurance which includes contractual liability coverage and coverage for all owned, hired or non-owned vehicles utilized by Architect with limits of not less One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - .4 Architect shall maintain at all times during the term of this Agreement insurance coverage for:
 - (i) claims under workers' or workman's compensation, disability benefit and other similar employee benefit laws;
 - (ii) claims for damages because of bodily injury, occupational sickness or disease or death of Architect's employees under any applicable employer's liability law; and
- (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)
- .5 Architect shall also provide and maintain any type of insurance not described above which it requires for its own protection or on account of statutes.

§ 2.5.1 Unless otherwise required, each insurance policy required in this Agreement, except the Architect's professional liability policy:

- .1 shall be kept in force throughout performance of the Services and for one (1) year after the Project Completion Date; and
- .2 shall be an occurrence policy.

§ 2.5.2 The Architect's professional liability policy required by this Agreement:

- .1 shall be issued by an insurance carrier acceptable to the Owner;
- .2 shall be kept in force throughout performance of the Services and for two (2) years after the Project Completion Date;
- .3 may be a claims-made policy; and
- .4 if any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Architect commences performance of the Services under this Agreement.

~~.1~~ General Liability **§ 2.5.3** Prior to performance of the Services, the Architect shall contractually require that its consultants have the required insurance coverages and that of its Consultants are in effect pursuant to this Agreement. The Architect agrees that the Owner shall have no responsibility to verify compliance by the Architect or its Consultants with any insurance requirements.

§ 2.5.4 Architect's Commercial General Liability policy and Commercial Comprehensive Automobile Liability policy, as set forth above, shall be endorsed to include the Indemnified Parties as additional insureds.

~~.2~~ Automobile Liability **§ 2.5.5** With the exception of Workers Compensation and Professional Liability insurance, all insurance required by this Agreement shall be endorsed to be primary and not contributing with any other liability insurance available to the Owner and the Indemnified Parties.

§ 2.5.6 All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Twenty-Five Thousand Dollars (\$25,000.00).

~~.3~~ Workers' Compensation **§ 2.5.7** All insurance coverage procured by Architect, with the exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of this Agreement and subsequently in effect at the time of renewal of any policies required hereunder.

§ 2.5.8 Architect shall provide certificate(s) of insurance to the Owner as part of a properly completed application for payment before Architect shall be entitled to any sum of money payable under this Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the Owner before any policy covered thereby is canceled. Such certificate shall be in a form acceptable to the Owner. At the request of Owner, Architect shall provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Project as set forth in this Agreement.

~~.4~~ Professional Liability **§ 2.5.9** The maintenance in full current force and effect of such terms and amounts of insurance shall be a condition precedent to Architect's exercise or enforcement of any rights under this Agreement.

§ 2.5.10 If a part of the Services hereunder is performed by a Consultant, Architect shall require its Consultant to secure and maintain insurance against all applicable hazards or risks of loss set forth in this Agreement.

PAGE 4

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. ~~Services not set forth~~ services expressly and impliedly required to satisfy the applicable standard of care. ~~Services not set forth or incorporated~~ in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project ~~team and report progress to the Owner.~~ team, report progress to the Owner, and perform work required under this Agreement as required to meet the contractual obligations contained herein.

§ 3.1.2 The Architect shall coordinate its ~~and its consultant's~~ services with those services provided by the Owner and the Owner's consultants. The Architect shall ~~be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.~~ review information provided by the Owner and Owner's consultants for the completeness necessary to the performance of the Architect's services. The Architect

shall provide prompt written notice to the Owner if the Architect becomes aware of any ~~error, omission or inconsistency in such services or information~~ errors, omissions, inadequacies or inconsistencies in such services or information. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.

§ 3.1.3 Time is of the essence for performance of all work under this Agreement. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. If Architect wishes to make a request for additional time to complete any portion of this Agreement, the Architect will make such a request in writing outlining the reason for the additional time and providing new time parameters to the Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 5

§ 3.1.5 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall report to the Owner the results of this review, specifying the scope thereof. The Architect's performance and design, and those of its Consultants, shall conform to all applicable requirements in effect as of the date of the services imposed by governmental authorities having jurisdiction over the Project pursuant to the applicable standard of care. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

...

§ 3.2.1 The Architect shall ~~review the program and other information furnished by the Owner, assist the Owner in preparing the program,~~ and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall report to the Owner the results of this review, specifying the scope thereof. The Architect's performance and design, and those of its Consultants, shall conform to all applicable requirements in effect as of the date of the services imposed by governmental authorities having jurisdiction over the Project pursuant to the normal Standard of Care.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, ~~and the proposed procurement or delivery method,~~ environmentally responsible design alternatives and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. Operationally, Owner expects a highly integrated and cooperative team approach to the entire process of design and construction.

...

§ 3.2.5 ~~Based on~~ Upon the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, ~~and preliminary building plans, sections and elevations;~~ elevations, and environmentally responsible design alternatives; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Any approval of Owner shall be for the sole purpose of confirming

whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

PAGE 6

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

§ 3.2.8 The Architect shall assist the Owner in connection with evaluating: (a) alternative materials, (b) structural, mechanical, enclosure, and other significant building systems, (c) site engineering as well as overarching issues of program, budget, and aesthetics, and shall report the results of this analysis in written form to the Owner.

...

§ 3.3.1 ~~Based on Upon~~ the Owner's approval of the Schematic Design Documents, ~~Documents pursuant to this Agreement,~~ and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be ~~appropriate-appropriate,~~ and environmentally responsible design alternatives. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

...

§ 3.4.1 ~~Based on Upon~~ the Owner's approval of the Design Development Documents, ~~Documents pursuant to this Agreement,~~ and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents to be within the Cost of the Work for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents as required by the Architect's standard of care and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of ~~the Work-the Work,~~ including but not limited to, the architectural, structural, civil utilities serving the site, landscaping, fire protection and life safety design requirements for the Project. In connection with preparing the Construction Documents for the Project, Architect shall be responsible for the services of its Consultants, including but not limited to Consultants' preparation of final structural engineering calculations and civil engineering calculations. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder. The Construction Documents prepared by Architect during the Construction Documents Phase shall, in accordance with the Standard of Care:

- .1 be complete, accurate, coordinated, integrated, unambiguous, and buildable;
- .2 take into account existing site features and any existing structures and integrate the Work into existing site features and existing structures; and
- .3 portray Work which satisfies the Owner's disclosed aesthetic, functional and operational objectives in all material respects.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) confirming responsiveness of bids or proposals; (3) determining the successful ~~bid or~~ proposal, if any; and, (4) awarding and preparing contracts for construction. After completion of the Construction Documents, Architect shall advise Owner concerning the selection of subcontractors and suppliers on behalf of the Owner to the extent Owner has a role. Architect's advising in this matter shall not imply any endorsement or warranty of any subcontractor or supplier. Nothing in this paragraph shall create a duty on behalf of Owner or Architect to a subcontractor, supplier or contractor, or otherwise affect the City's internal procedures. Any approval of Owner shall be for the sole purpose of confirming whether such design documents are generally consistent with the Owner's intent for the Project and shall not waive, release or relieve the Architect of its professional responsibilities hereunder.

...

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements (required under law and otherwise) and proposed Contract Documents.

...

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

- ~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~
- ~~1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
 - ~~2 — organizing and participating in selection interviews with prospective contractors; and~~
 - ~~3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement~~ Construction, as amended by the Supplementary Conditions as of the date of this agreement. Any modifications made between Owner and Contractor after this date shall not affect Architect's services unless the Owner and the Architect amend this Agreement.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The appropriate persons making such visits and evaluations shall be properly qualified, experienced and knowledgeable about the Project.

...

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, ~~or~~ (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract ~~Sum~~, Sum, or (5) determined that the application for payment is undisputed.

PAGE 9

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The~~ as necessary to ascertain their conformance with the Contract Documents and as necessary to provide Owner with a functional Project that satisfies the Program. The Architect's review shall not be conducted for the purposes of confirming dimensions or quantities except to the extent that the Contractor has requested the assistance of the Architect to determine certain dimensions because those indicated in the Contract Documents conflict with existing field conditions or because the dimensions in the Contract Documents contain erroneous, inconsistent, or incomplete dimensions for which clarification is needed and can best be supplied by the Architect. Except to the extent the Contract Documents unambiguously dictate such matters, the Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify professional design services required of Contractor, and Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals~~ professionals, to the extent a reasonably prudent Architect would rely on such services, certifications or approvals utilizing the applicable standard of care.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for ~~information~~ information (hereinafter, "RFI"). Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall acknowledge the receipt of each Contractor-generated RFI within three (3) days after receiving it. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness, with promptness necessary to avoid delay or cost, but in no case more than ten (10) days after the RFI is received by the Architect. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

...

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract ~~Sum~~ Sum, or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

§ 3.6.5.2 The Architect shall ~~maintain records relative to changes in the Work~~ analyze properly prepared written requests by the Owner or Contractor for changes in the Work, including requests for adjustment to the Contract Sum or Contract Time, and shall report the results of its analysis in writing to the Owner and Contractor within a reasonable period of time but in no case later than ten (10) days after the Architect's receipt of the request. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation.

§ 3.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor

§ 3.6.5.4 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents, subject to the rights and remedies of the Owner against the Contractor as set forth in the Contract Documents.

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, prepare the one-year warranty review for presentation to the construction contractor, and conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 — ADDITIONAL SERVICES

§ 3.7 Basic Services Addendum. The following services shall be deemed part of the Basic Services. Delineation below does not limit Architect's responsibilities under the terms of this Agreement.

3.7.1 Programming: Architect shall consult with Owner to develop the program for the Project, including:

- (a) Design objectives, limitations and criteria;
- (b) Occupancy dates;
- (c) Project site limitations;
- (d) Gross facility areas and space requirements;
- (e) Space relationships;
- (f) Utility service needs

3.7.2 Architect shall prepare multiple alternate preliminary designs at the request of the owner for the review and approval by Owner as to general design concept and appearance.

3.7.3 [Not Applicable]

3.7.4 [Not Applicable]

3.7.5 See Programing above.

3.7.6 [Not Applicable]

3.7.7 Civil Engineering/Survey services shall be considered Additional Services not included in Basic Services Compensation. Refer to Sections 4.1, 11.2 & Exhibit A.

3.7.8 Landscape Architecture services shall be considered an Additional Service and is not included in Basic Services compensation. Refer to Exhibit A. 4.1, 11.2 & Exhibit A.

3.7.9 Interior Design/Documentation. Architect shall perform interior design and documentation services for items typically included in the General Construction, consisting of:

- (a) During the Schematic Design Phase, reviewing with the Owner space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish the following based upon the program requirements and cost limitations approved by the Owner: partition locations; furniture and equipment layouts; types and qualities of finishes for materials; security issues for similar facilities; space sizes and configurations;
- (b) During the Design Development Phase, continued development and expansion of the approved interior Schematic Design Documents and preparation of Design Development Documents to develop outline Specifications or materials lists that establish final scope and preliminary details relative to the following in conformance with the cost limitations approved by the Owner: interior construction of the Project; special interior construction features; materials, finishes and colors; security issues for similar facilities; space sizes and configurations;
- (c) During the Construction Documents Phase, preparation of final Construction Documents consisting of Drawings, Specifications and other documents based on the Design Development Documents and cost limitations approved by the Owner, setting forth in detail the requirements for interior construction.

3.7.10 Value Analysis. During the normal course of the design work, within reason, the Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the Program and all other contract documents, and report its analysis to the Owner in writing for decision. The analysis shall include, but not be limited to, anticipated initial savings, expected long term costs of use, durability, maintenance requirements and other factors that allow Owner to wisely allocate its resources.

3.7.11 [Not Applicable]

3.7.12 [Not Applicable]

3.7.13 Conformed Construction Documents. After completion of the Construction Documents, Architect shall track all submittals, changes, responses to RFIs, and other issues affecting the Construction Documents, and make available a set of Construction Documents reflecting those alterations for Owner and Contractor to review. Architect shall be deemed to comply with this section if it makes notes, clouds or other annotations on its conformed set of documents the name, location and other identifying information for where the information can be found.

3.7.14 Record Drawings. Architect shall provide record drawing services provided in Auto Cad and PDF formats consisting of:

- (a) Making arrangements for obtaining from Contractors information in the form of marked-up prints, drawings and other data on changes made during the performance of the Work;
- (b) Reviewing general accuracy of information submitted by the Contractors;
- (c) Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.
- (d) Mechanical and electrical systems and equipment schedules with as-built information added will be submitted in specified spreadsheet or database formats.
- (e) Collection and transfer of each approved submittal in .pdf.

Such services are not certifications as to accuracy or completeness, but rather shall be provided in

accordance with the applicable standard of care.

3.7.15 [Not Applicable]

3.7.16 [Not Applicable]

3.7.17 [Not Applicable]

3.7.18 [Not Applicable]

3.7.19 Coordination of Owner's Consultants. Architect shall make timely requests for information from Owner's consultants, timely review for sufficiency of such information, coordinate such information into the design and otherwise allocate appropriate space for same, coordinate such services so as to facilitate and garner uniformity and harmony among the Owner's systems and equipment, and give timely notice of any issues or problems with such information.

3.7.20 Telecommunications/Data Design. Architect shall design and otherwise allocate appropriate space (pathway only) for the telecommunications and data systems designed by Owner from the point of entry into the building to each end user for same.

3.7.21 Security. Architect shall design and otherwise allocate appropriate space (pathway only) for the security systems designed by the Owner's security consultant, for the completed project, including but not limited to access issues, security monitoring, necessary records requirements, and other.

3.7.22 [Not Applicable]

3.7.23 [Not Applicable]

3.7.24 [Not Applicable]

3.7.25 [Not Applicable]

3.7.26 [Not Applicable]

3.7.27 FFE. Architect shall perform furniture fixture and equipment services for items typically included in the General Construction consisting of:

- (a) During the Schematic Design Phase, reviewing with the Owner space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish the following based upon the program requirements and Project Budget approved by the Owner: identification of equipment and other fixtures for the Project, including but not limited to fleet maintenance equipment, vehicle lifts, wash station, and other equipment for the facility.
- (b) During the Design Development Phase, continued development and expansion of the approved interior Schematic Design Documents and preparation of Design Development Documents to develop outline Specifications or materials lists that establish final scope and preliminary details relative to the following in conformance with the Project budget approved by the Owner: interior construction of the Project; special interior construction features; materials, finishes and colors; identification of equipment and other fixtures for the Project, including but not limited to fleet maintenance equipment, vehicle lifts, wash station and other equipment for the facility.
- (c) During the Construction Documents Phase, preparation of final Construction Documents consisting of Drawings, Specifications and other documents based on the Design Development Documents and Project Budget approved by the Owner, setting forth in detail the requirements for interior construction and furniture, equipment and fixture requirements. This does not included a full specification package for Owner selected

offices furnishings.

ARTICLE 4 ADDITIONAL SERVICES

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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§ 4.1.1 Programming	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.3 Measured drawings	<u>N/A</u>	
§ 4.1.4 Existing facilities surveys	<u>N/A</u>	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.6 Building Information Modeling (B202™-2008)information modeling	<u>N/A</u>	
§ 4.1.7 Civil engineering	<u>A</u>	<u>As described in Exhibit A</u>
§ 4.1.8 Landscape design	<u>A</u>	<u>As described in Exhibit A</u>
§ 4.1.9 Architectural Interior Design (B252™-2007)	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.10 Value Analysis (B204™-2007)	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.11 Detailed cost estimating	<u>N/A</u>	
§ 4.1.12 On-site Project Representation (B207™-2008)project representation	<u>N/A</u>	
§ 4.1.13 Conformed construction documents	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.14 As-Designed Record drawings	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.15 As-Constructed Record drawings	<u>N/A</u>	
§ 4.1.16 Post occupancy evaluation	<u>N/A</u>	
§ 4.1.17 Facility Support Services (B210™-2007)	<u>N/A</u>	
§ 4.1.18 Tenant-related services	<u>N/A</u>	
§ 4.1.19 Coordination of Owner's consultants	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.20 Telecommunications/data design	<u>O</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	<u>O</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>
§ 4.1.22 Commissioning (B211™-2007)	<u>N/A</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>N/A</u>	
§ 4.1.24 LEED® Certification (B214™-2012)(B214™-2007)	<u>N/A</u>	
§ 4.1.25 Fast-track design services	<u>N/A</u>	
§ 4.1.26 Historic Preservation (B205™-2007)	<u>N/A</u>	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	<u>A</u>	<u>As described in 3.7 and elsewhere in the Agreement</u>

Identification of specific Service Descriptions in the table above does not limit Architect's responsibilities under the terms of this Agreement, all of which are incorporated by reference into the "Location of Service Description" column above.

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Refer to Exhibit A

...

§ 4.3.1 Upon recognizing the need to perform the following potential Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the ~~following~~ services until the Architect receives the Owner's written ~~authorization~~ authorization. Examples include:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for ~~extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED®~~ LEED certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the ~~enactment or revision of codes, laws or regulations or official interpretations;~~ implementation of codes, laws or regulations enacted or revised after completion of the Instruments of Service;

...

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; [reserved];
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; the Owner if they exceed ten percent of the projected construction budget;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; [reserved];

...

- .9 Evaluation of the qualifications of bidders or persons providing proposals; [reserved];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or force majeure during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect; Architect;
- .12 Responding to Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to Contractor from a reasonable review and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation, but only to the extent such costs are recovered from the Contractor;
- .13 Preparing Change Orders and Construction Change Directives that require detailed evaluation of Contractor's proposals and supporting data or the preparation or revision of Construction Documents; but only to the extent such services are not as a result of Architect's failure to perform according to the applicable standard of care; or
- .14 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to the Construction Documents resulting therefrom if they exceed ten percent of the projected construction budget.

...

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect; [reserved];
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;[reserved];

- .3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;[reserved];~~

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- .5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or[reserved]; or~~
- .6 ~~To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60-90 days after (1) the actual date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier;entire Work.~~

...

- .1 (3) (three) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (24) (twenty-four) visits to the site by the Architect over the duration of the Project during construction
- .3 (3) (three) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (3) (three) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~(—)~~ 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time ~~shall be compensated as Additional Services.~~ may be negotiated as Additional Services.

§ 4.4 Absent the written agreement between the parties, no actions shall serve to waive any requirements of this Agreement or otherwise serve as a basis for additional compensation or time for performance, even in the event of Owner benefitting therefrom.

§ 4.5 A change in the Fee, any Reimbursable Expenses or the Contract Time shall be accomplished only by written notice from the Owner expressly authorizing the Services and stating the amount of the change.

§ 4.6 Architect hereby acknowledges that the Owner's designated representative is the only person who can order changes in the Services, and that Architect shall not comply with requested changes from any person other than the Owner's designated representative. If Architect receives requests for changes from any person other than the Owner's designated representative, Architect shall report such request to the Owner's designated representative for resolution.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, ~~including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~ Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information reasonably available to Owner and as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. Nothing contained within this Agreement is intended to create any lien rights.

§ 5.2 The Owner shall ~~establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The~~ periodically update the Owner's overall budget for the Project. The Owner shall not significantly increase or decrease the Owner's budget without the agreement of the Architect if such change would significantly change the Services to be provided by Architect. The Owner shall inform the Architect in

writing of changes in the Owner's budget. In the event of a significant increase or decrease, the Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. Owner's representative may be changed by Owner delivering to Architect written notice of a replacement representative. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. No action taken by an Owner under this section shall relieve the Architect of its obligations pursuant to this Agreement.

§ 5.4 ~~The~~ Owner shall furnish or cause to be furnished surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 ~~The~~ Upon the reasonable request of the Architect, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The scope, location and other details of the services necessary for the completion of the obligations under this Agreement shall be determined by Architect in accordance with the applicable standard of care.

§ 5.6 ~~The~~ Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 ~~The~~ Upon the reasonable request of the Architect, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that it believes may affect the Architect's services.

...

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress. Unless otherwise stated, Architect and its consultants shall have access to the site for activities necessary for the performance of the Work. The Architect and its consultants shall take precautions to minimize damage to the site due to these activities. The Architect will coordinate all Work with Contractor or Owner, scheduling in advance with Contractor or Owner activities that will limit access to any particular part of the site so as to enable Contractor or Owner to make all necessary arrangements to accommodate Architect's activities.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the ~~Project~~; ~~Project if disclosed in writing~~; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be ~~based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4. in accordance with Article .3.7.~~

...

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of ~~all sums when due, under this Agreement. amounts due Architect hereunder not subject to a good faith bona fide dispute, under this Agreement.~~ Upon final payment by Owner of the amounts due Architect under this Agreement upon completion of the work or termination of the Agreement, the license shall become irrevocable. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ purposes of constructing, using, maintaining, altering and adding to the Project.

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§ 7.5 For purposes of this Agreement, Instruments of Service shall have the same meaning as in AIA Document A201-2007, General Conditions of the Contract for Construction, and shall include, but not be limited to, all work papers, studies, programming, testing, guides, reports, notes and other papers of Architect and its consultants. For example, the needs studies for space and equipment along with the underlying data, calculations and other work shall be an Instrument of Service.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section ~~8.1-1-8.1.1~~, except to the extent such claims are for indemnity, contribution or recoupment.

§ 8.1.2 To the extent damages are covered and paid by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for ~~Construction-Construction~~, as amended by the Supplementary Conditions. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. [reserved]

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement,

and filed with the person or entity administering the ~~mediation~~-mediation, if applicable. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, ~~unless another location is mutually agreed upon~~-located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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[] Litigation in a court of competent jurisdiction

...

[struck]

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 9.1~~ If the Owner fails to make payments to the Architect ~~in accordance with this Agreement, of amounts not subject to a good faith dispute in accordance with this Agreement that were part of timely, properly completed, undisputed applications for payment, and such failure shall continue to seven (7) days after receipt of written notice from Architect,~~ such failure shall be considered substantial nonperformance and ~~cause for termination or, at the Architect's option,~~ cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

~~§ 9.2~~ If the Owner suspends the ~~Project, Project~~ for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ~~Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The schedule for the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven-twenty-one (21) days'~~ written notice.

~~§ 9.4~~ Either party may terminate this Agreement upon not less than ~~seven-fourteen (14) days'~~ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. ~~When the Architect has not performed or has unsatisfactorily performed the contract, payment may be withheld to the extent the Owner deems it necessary to protect itself against damages or loss due to the actions or inactions of Architect. Upon termination for cause, subject to withholding as allowed by law and under this agreement, Architect shall be eligible to receive payment for its applicable fees for its services performed and accepted as of the date of termination. The Architect will not receive any fees, expected profits or other compensation in relation to work that has not been performed and accepted by Owner.~~

~~§ 9.5~~ The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without ~~cause-cause,~~ including, but not limited to, ~~the inability of the Owner to get acceptable financing for the Project, its decision not to proceed further on the Project, or the exercise of its discretion.~~

~~§ 9.6~~ In the event of termination not the fault of the Architect, the Architect shall be compensated only for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7-~~ due. The Architect will not receive any fees, expected profits or other compensation in relation to work that has not been performed.

~~§ 9.7~~ ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.[reserved]~~

~~§ 9.8~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article ~~7 and Section 11.9.7.~~

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~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is ~~located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3-~~ located. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for ~~Construction-Construction,~~ as amended.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, Architect shall immediately report that presence to the Owner in writing.

...

§ 10.9 The Services provided by the Architect are, for the purposes of this Agreement, deemed to be personal services. The Architect shall assign the team (the "Project Team") to perform and/or oversee their designated tasks by identifying them in writing to the Owner prior to any work being performed. Owner shall review and approve or reject members of the Project Team, but such review, approval and rejection shall not be deemed control over Architect's means and methods or verification of the Project Team's competence. Any replacement of a listed team member shall be approved in advance by the Owner in writing, and Owner reserves the right to require the removal of members of the Project Team. However, nothing in this clause shall be construed to limit the Owner's right to terminate the Contract, as provided in this Agreement, or as the Owner's adoption of any designated person as having all necessary skills, experience or talent necessary to perform the work. Termination by the Owner as a result of a change in the Architect's Project Team shall be deemed a justifiable Termination for Cause.

10.10 This agreement shall be interpreted without regard to the draftsman. The terms and intent of this Agreement, with respect to the rights and obligations of the parties, shall be interpreted and construed on the express assumption that each party participated equally in its drafting.

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~~(Insert amount of, or basis for, compensation.)~~

Eight & one half (8.5%) percent of the anticipated Cost of Work as of the date of this agreement, which calculates to \$203,070.00.

...

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

As negotiated with the Owner for services required and according to Architect's published rates in Article 11.7

§ 11.3 For Additional Services that ~~may arise~~ are approved by Owner in writing according to the terms of this Agreement during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

As negotiated with Owner and according to Architect's published rates in Article 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>)%
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>)%
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>)%
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>)%
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>)%

...

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is ~~commenced~~, commenced, ~~but shall not receive any fees, expected profits or other compensation in relation to work that has not been performed.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review ~~practices~~, practices and upon written approval of Owner.

...

Published Hourly Rates in accordance with Exhibit B

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional ~~Services~~ Services, must be preapproved by Owner in writing, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1~~ Transportation and authorized ~~out of town~~ out of town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~.3~~ Fees paid for securing approval of authorities having jurisdiction over the ~~Project~~; Project.
- ~~.4~~ .3 Printing, reproductions, plots, standard form documents;
- ~~.5~~ Postage, handling and delivery;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Renderings, models, mock ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and
- ~~.11~~ Other similar Project related expenditures. .4 Sales taxes levied on professional services..

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.8.3 The Architect hereby waives all rights to payment by the Owner for otherwise reimbursable expenses when the expense was incurred more than ninety (180) days before the date on which the Owner receives the first invoice from the Architect requesting payment for that expense.

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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§ 11.10.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. [reserved].

~~§ 11.10.2 Unless otherwise agreed, payments for~~ Payments for timely submitted, properly completed, undisputed applications for payment of services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice such Architect's application for payment under this paragraph. Amounts unpaid thirty (30) days after the application's date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

~~—%~~ Applications for payment should be in Architect's format approved by the Owner, and submitted to Owner's Designated Representative.

~~§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ [reserved]

...

§ 12.1 INDEMNITY

§ 12.1.1 To the fullest extent permitted by Law, the Architect shall hold harmless and indemnify the Owner and any of its officers, directors, employees, and their successors (collectively the "Indemnified Parties"), from and against liability, loss, costs, and expenses arising out of or resulting from the negligent performance of the Architect's Services under this Agreement to the extent caused by the negligent act or omission (i) of the Architect, or (ii) of the Architect's Consultants, or (iv) the agents, servants, or employees of Architect and any Architect's Consultant, to the extent such claim, damage, loss or expense is not caused by the negligence or fault of any of the Indemnified Parties. Nothing contained herein shall be construed to require Architect to indemnify the Indemnified Parties from liability, losses, costs and expenses proximately caused by the Indemnified Parties, or each of them. The above-said right of indemnity shall be in addition to other rights of indemnity that any of the Indemnified Parties may possess. The indemnification obligations of Architect under this Agreement shall survive termination of this Agreement or final payment hereunder.

§ 12.1.2 In any and all claims against the Owner by any employee of Architect or any of Architect's Consultants, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, the indemnity obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for Architect or any of Architect's Consultants under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

12.2 KANSAS LEGAL REQUIREMENT

§ 12.2.1 Architect and its consultants, whether they be individuals, partnerships, firms, corporations or other associations of persons, must comply with all applicable Kansas laws, including, as applicable, registration with the Secretary of State, registration with the Secretary of Revenue for each contract or subcontract that exceeds \$10,000 (K.S.A. 79-1008 to 79-1015, as amended), execution and filing with the Secretary of Revenue of a good and valid bond in a surety company authorized to do business in this state in an amount of at least \$1,0000(id.), appointment of the Secretary of State as its agent for tax purposes (id.) and appointment of an agent for service of process who is a resident of the State of Kansas (K.S.A. 16-113).

§ 12.2.2 Architect shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

§ 12.2.3 Consistent with K.S.A. 44-1030, the Architect agrees as follows:

- .1 The Architect shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
- .2 In all solicitations or advertisements for employees, the Architect shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights

- Commission (the "Commission").
- .3 If the Architect fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Architect shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Owner.
- .4 If the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Architect shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the Owner.
- .5 The Architect shall include the provisions of Clauses (1) through (4) in every consulting agreement, subcontract or purchase order so that provisions will be binding upon such consultant, subcontractor or vendor.

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- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect Architect, as amended;
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
[reserved]

...

A201-2007: General Conditions of the Contract for Construction ("General Conditions") as amended.

Hourly Rate Schedule

In the event of a conflict between the terms and conditions contained within this Agreement with any terms and conditions within the General Conditions as amended by the Supplementary Conditions and in accordance with Article 3.6.1.1, the term or condition that imposes the greater responsibility on Architect or which more greatly limits Architect's rights shall control

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Mayor City of Baldwin City

Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jay E. Zimmerschied, A.I.A., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:18:02 on 09/30/2016 under Order No. 8239587578_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A
ADDITIONAL SERVICES DESCRIPTIONS:

- 4.1.7 Civil Engineering/Survey Services. The Architect or its Consultant shall perform civil design documentation, consisting of:
- (a) During the Schematic Design Phase, reviewing with the Owner alternate materials and systems and development of conceptual design solutions for the following civil requirements based upon the program requirements and cost limitations approved by the Owner, as applicable: on-site utility systems; fire protection systems; drainage systems including storm sewers, median drains, edge drains and other systems required to properly convey storm water from and across the site; sanitary sewer system extension, paving; relocation, removal and/or replacement of utility systems for the Project.
 - (b) During the Design Development Phase, continued development and expansion of approved civil Schematic Design Documents and preparation of Design Development Documents to develop outline Specifications or materials lists that establish the final scope of and preliminary details for the civil construction work in conformance with cost limitations approved by the Owner.
 - (c) During the Construction Documents Phase, preparation of final Construction Documents consisting of civil engineering calculations, Drawings and Specifications based on the approved Design Development Documents and cost limitations approved by the Owner, setting forth in detail the civil construction requirements for the Project.
- 4.1.8 Landscape Design/Documentation. The Architect or its Consultant shall perform landscape design and documentation services consisting of:
- (a) During the Schematic Design Phase, reviewing with the Owner alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on the program requirements and cost limitations approved by the Owner, the physical site characteristics, the design objectives and the environmental determinants.
 - (b) During the Design Development Phase, continued development and expansion of the approved landscape Schematic Design Documents and preparation of Design Development Documents to develop outline Specification or materials lists that establish the final scope and preliminary details for landscape work in conformance with the cost limitations approved by the Owner.
 - (c) During the Construction Documents Phase, preparation of final Construction Documents consisting of Drawings and Specifications based on the Design Development Documents and cost limitations approved by the Owner, setting forth in detail the landscape requirements for the Project.

EXHIBIT B
2016 HOURLY RATES

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal Architect.....	\$130.00

Division of Environment
Bureau of Water - Public Water
Supply Section
Curtis State Office Building
1000 SW Jackson - Suite 420
Topeka, KS 66612



Phone: 785-296-5514
Fax: 785-296-5509
www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

September 7, 2016

Mr. Glenn Rodden, City Administrator
City of Baldwin City
PO Box 86
Baldwin City, KS 66006

Re: KPWSLF
Project No. 2896

Dear Mr. Rodden:

Enclosed are two original copies, and two extra signature pages of the loan agreement for the city's referenced project. Please sign the original loan agreement signature pages, and the two extra signature pages. Keep one original loan agreement for the city's records, and return the remainder to us. The two extra signature pages will be incorporated into copies of the Loan Agreement furnished to others. It is necessary to complete Exhibits F and G, and submit original copies with the signed Loan Agreement as well as proof of publication for the ordinance.

We look forward to working with the city on this project. Please call me at (785) 296-5516, Mr. William Carr at (785) 296-0735 or Ms. Brenda Diegel at (785) 296-4262, if you have any questions.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Cathy Tucker-Vogel".

Cathy Tucker-Vogel, Section Chief
Public Water Supply Section
Bureau of Water

CTV:lw

pc: Northeast District

Dan Clair/Gyanendra Prasai/Todd Stephenson/William Carr/Brenda Diegel/SRF File

LOAN AGREEMENT

Between

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

and

BALDWIN CITY, KANSAS

KPWSLF PROJECT NO. 2896

EFFECTIVE AS OF AUGUST 25, 2016

The interest of the Kansas Department of Health and Environment ("KDHE") in the interest portion of 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 State Revolving Fund Revenue Bonds, pursuant to a Master Bond Resolution adopted by the Authority.

LOAN AGREEMENT

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- Exhibit B - Dedicated Source of Revenues and Loan Repayment Schedule
- Exhibit C - Conditions Applicable to Construction of the Project
- Exhibit D - Use of Loan Proceeds
- Exhibit E - Instructions for Requesting Loan Payments
- Exhibit F - Form of Municipality Ordinance
- Exhibit G - Form of Opinion of Municipality's Counsel
- Exhibit H - Municipality's Notice Address
- Exhibit I - Form of Financial Integrity Assurance Contract
- Exhibit J - Form of Qualified User Certificate

**KANSAS PUBLIC WATER SUPPLY LOAN FUND
LOAN AGREEMENT**

THIS LOAN AGREEMENT, effective as of August 25, 2016, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and BALDWIN CITY, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems 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 Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan 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, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the 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 Pledge Agreement, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments 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, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, the State 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.

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, have the following meanings:

"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, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, and amendments thereto, and any applicable 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 Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

"FIAC" means the Financial Integrity Assurance Contract, among KDHE, the Authority, KRWFA and the Municipality, the form of which is attached hereto as *Exhibit I*.

"FIAC Origination Fee" means the fee charged by KDHE to implement the FIAC, which shall be an amount equal to 1.0% of the original principal amount of the Loan if such FIAC is entered into in conjunction with the execution of this Loan Agreement, or if the FIAC is entered into after the Municipality

commences the Loan Repayments, an amount equal to 1.0% of the outstanding principal amount of the Loan as of the effective date of the FIAC.

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

"**Green Project Reserve**" means the requirement from Public Law 111-88 indicating that to the extent there are sufficient eligible project applications, 20 % of the funds awarded to the KPWSLF from Public Law 111-88 shall be used by for projects to address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities.

"**Indebtedness**" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Indebtedness, Additional Revenue Indebtedness, 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.

"**KRWFA**" means the Kansas Rural Water Finance Authority.

"**Loan**" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"**Loan Act**" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u 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 Origination Fee**" means a fee charged by KDHE to originate the Loan pursuant to this Loan Agreement, which shall be an amount equal to 0.25% of the original principal amount of the Loan, as adjusted in accordance with the provisions of *Section 2.01* 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.

"**Municipal Fiscal Year**" means the twelve-month period ending on December 31 of each year.

"**Municipality**" means Baldwin City, Kansas, its successors and assigns.

"**Pledge Agreement**" means the Pledge Agreement between the Authority and KDHE, dated as of November 1, 1997, and any agreement or agreements amendatory or supplemental thereto.

"**Project**" means the acquisition, design, 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) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"Public Water Supply System" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Public Water Supply Loan 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 the water 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 Public Water Supply System.

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

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 \$1,577,930.00 to the Municipality to pay all or a portion of the Project Costs for the Project 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 bids 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 excess of 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 1.82% 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 (initial disbursement request only);
- (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;
- (4) the amount of the Loan Origination Fee, if not paid from Municipality funds;

(5) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(6) the amount of the FIAC Origination Fee, if not paid from Municipality funds.

(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 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;

(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, reamortizing 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) The FIAC Origination Fee (if applicable), if the same was not paid from proceeds of the Loan.

(b) 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.

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

Section 2.07. Financial Integrity Assurance Contract. In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the execution of a FIAC by the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to execute a FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree to execute such document in substantially the form attached hereto as **Exhibit I**. The provider of contract services under the FIAC shall be compensated by KDHE from proceeds of the FIAC Origination Fee; the Municipality shall have no further obligation for fees to KDHE under the FIAC. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC provider.

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 as a result of contracts entered into on or after to August 6, 1996 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 consulting 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) a fully executed FIAC, if required by the Secretary, or desired by the Municipality;

(5) payment of the FIAC Origination Fee, if applicable, if not included in the principal amount of the Loan;

(6) payment of the Loan Origination Fee, if not included in the principal amount of the Loan; and

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

(c) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate 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. 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 by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000

or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made 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 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements 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. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(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)(1)* hereof. Any such requested financial information and operating data shall be supplied within 210 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 is required to be prepared, but is not available within 210 days of the end of the Municipal Fiscal Year, unaudited 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 Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other 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. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

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, water district, improvement district or other political subdivision of the State or any combination thereof;
- (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 under 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

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. 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.

Section 5.03. Expenses.

(a) 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.

(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 in 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 5.04. 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*, 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 Review. 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, require the Municipality to undergo a financial and management operations review or to enter into a FIAC if permitted in accordance with *Section 2.07* hereof. 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 - Suite 420
Topeka, Kansas 66612
Attention: Bureau of Water

with a copy to its General Counsel

- (2) to the Authority:

Kansas Development Finance Authority
534 S. Kansas Avenue, Suite 800
700 S.W. Jackson
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 Mosier* _{GH}

Susan Mosier, MD
Secretary
KDHE

Date: 9/6/16

BALDWIN CITY, KANSAS



By: *Glen Roden*

Glen Roden
(Printed Name)

Title: City Administrator

Date: 09.12.2016

ATTEST:

By: *Laura E. Huetman*

LAURA E HUETMAN
(Printed Name)
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Replacement of approximately 8,700 linear feet of water mains.

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 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, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. 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.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

ESTIMATED Draws - Actual Interest Rate
Amortization of Loan Costs

Prepared for:
City of Baldwin City, Project No. 2896

Project Principal: 1,573,985.17
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Loan Origination Fee: 3,944.83
Loan Reserve Account: 0.00
Financial Integrity Assurance Contract: 0.00
Gross Loan Costs: 1,577,930.00

8/26/2016
Gross Rate: 1.82%
Service Fee Rate: 0.35%
Loan Interest Rate: 1.47%
1st Payment Date: 2/1/2018
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2018	1,577,930.00	11,597.79	32,880.53	2,761.38	47,239.70	1,545,049.47
2	8/1/2018	1,545,049.47	11,356.11	33,179.75	2,703.84	47,239.70	1,511,869.72
3	2/1/2019	1,511,869.72	11,112.24	33,481.69	2,645.77	47,239.70	1,478,388.03
4	8/1/2019	1,478,388.03	10,866.15	33,786.37	2,587.18	47,239.70	1,444,601.66
5	2/1/2020	1,444,601.66	10,617.82	34,093.83	2,528.05	47,239.70	1,410,507.83
6	8/1/2020	1,410,507.83	10,367.23	34,404.08	2,468.39	47,239.70	1,376,103.75
7	2/1/2021	1,376,103.75	10,114.36	34,717.16	2,408.18	47,239.70	1,341,386.59
8	8/1/2021	1,341,386.59	9,859.19	35,033.08	2,347.43	47,239.70	1,306,353.51
9	2/1/2022	1,306,353.51	9,601.70	35,351.88	2,286.12	47,239.70	1,271,001.63
10	8/1/2022	1,271,001.63	9,341.86	35,673.59	2,224.25	47,239.70	1,235,328.04
11	2/1/2023	1,235,328.04	9,079.66	35,998.22	2,161.82	47,239.70	1,199,329.82
12	8/1/2023	1,199,329.82	8,815.07	36,325.80	2,098.83	47,239.70	1,163,004.02
13	2/1/2024	1,163,004.02	8,548.08	36,656.36	2,035.26	47,239.70	1,126,347.66
14	8/1/2024	1,126,347.66	8,278.66	36,989.93	1,971.11	47,239.70	1,089,357.73
15	2/1/2025	1,089,357.73	8,006.78	37,326.54	1,906.38	47,239.70	1,052,031.19
16	8/1/2025	1,052,031.19	7,732.43	37,666.22	1,841.05	47,239.70	1,014,364.97
17	2/1/2026	1,014,364.97	7,455.58	38,008.98	1,775.14	47,239.70	976,355.99
18	8/1/2026	976,355.99	7,176.22	38,354.86	1,708.62	47,239.70	938,001.13
19	2/1/2027	938,001.13	6,894.31	38,703.89	1,641.50	47,239.70	899,297.24
20	8/1/2027	899,297.24	6,609.83	39,056.10	1,573.77	47,239.70	860,241.14
21	2/1/2028	860,241.14	6,322.77	39,411.51	1,505.42	47,239.70	820,829.63
22	8/1/2028	820,829.63	6,033.10	39,770.15	1,436.45	47,239.70	781,059.48
23	2/1/2029	781,059.48	5,740.79	40,132.06	1,366.85	47,239.70	740,927.42
24	8/1/2029	740,927.42	5,445.82	40,497.26	1,296.62	47,239.70	700,430.16
25	2/1/2030	700,430.16	5,148.16	40,865.79	1,225.75	47,239.70	659,564.37
26	8/1/2030	659,564.37	4,847.80	41,237.66	1,154.24	47,239.70	618,326.71
27	2/1/2031	618,326.71	4,544.70	41,612.93	1,082.07	47,239.70	576,713.78
28	8/1/2031	576,713.78	4,238.85	41,991.60	1,009.25	47,239.70	534,722.18
29	2/1/2032	534,722.18	3,930.21	42,373.73	935.76	47,239.70	492,348.45
30	8/1/2032	492,348.45	3,618.76	42,759.33	861.61	47,239.70	449,589.12
31	2/1/2033	449,589.12	3,304.48	43,148.44	786.78	47,239.70	406,440.68
32	8/1/2033	406,440.68	2,987.34	43,541.09	711.27	47,239.70	362,899.59
33	2/1/2034	362,899.59	2,667.31	43,937.32	635.07	47,239.70	318,962.27
34	8/1/2034	318,962.27	2,344.37	44,337.15	558.18	47,239.70	274,625.12
35	2/1/2035	274,625.12	2,018.49	44,740.62	480.59	47,239.70	229,884.50
36	8/1/2035	229,884.50	1,689.65	45,147.75	402.30	47,239.70	184,736.75
37	2/1/2036	184,736.75	1,357.82	45,558.59	323.29	47,239.70	139,178.16
38	8/1/2036	139,178.16	1,022.96	45,973.18	243.56	47,239.70	93,204.98
39	2/1/2037	93,204.98	685.06	46,391.53	163.11	47,239.70	46,813.45
40	8/1/2037	46,813.45	344.08	46,813.45	82.17	47,239.70	0.00
		Totals	251,723.59	1,577,930.00	59,934.41	1,889,588.00	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a. Advertisement for bids will not be initiated without written authorization by KDHE.
 - b. Advertising for bids within 30 days of authorization to advertise.
 - c. Bid opening at least 30 days from advertisement for bids.
 - d. Notice of Award will not be issued without written authorization by KDHE.
 - e. Contract award within 60 days of bid opening.
 - f. Issuance of notice to proceed within 30 days of contract award.
 - g. Initiation of operation within 90 days of notice to proceed or no later than January 1, 2017.
 - h. Finalization of construction within 120 days of notice to proceed.
 - i. Project Performance Certification 365 days following Initiation of Operation.
 - j. 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. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (*i.e.*, all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
3. A final plan of operations 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 overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
4. The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
5. The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
6. 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.

7. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction 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.
 - (2) all testing requirements of the specifications have been performed and met.
 - b. The final plan of operations submitted in accordance with *Exhibit C*, Condition No. 3 must include a draft proposal for these services.
 - c. The final operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 4 must be accompanied by a final proposal for these services.
 - d. One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements 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.
 - e. 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.
8. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C(1)*, regardless of whether KDHE funding is available for the remaining System improvements.
9. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
10. The Municipality shall follow applicable state procurement laws and regulations.
11. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:
 - a. proper grading, drainage and slope protection to eliminate erosion;
 - b. riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
 - c. if any riparian trees are removed they will be replaced by pole plantings or saplings;

- d. directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
 - e. in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
 - f. contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.
12. The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 11 above and the Loan Agreement conditions.
13. The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
14. 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 relating to the Project so that they are binding upon such subcontractors or vendors.
15. In order to comply with KPWSLF wage rate requirements the Municipality shall,
- a. insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work 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, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b. while the solicitation remains open, shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality 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 Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality 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.

- d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- e. 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, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f. provide written confirmation in a form satisfactory to KDHE 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;
- g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i. 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 municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must 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. The municipality 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 Davis-Bacon . In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- j. periodically review contractors and subcontractors 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 (h) and (i) above.

- k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
16. Prior to 90% of project completion the municipality agrees to execute a water conservation plan using the most recent municipal water conservation plan guidelines provided by the Kansas Water Office.
17. The Municipality 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 Municipality. 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), the Americans with Disabilities Act (prohibiting disability 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.
18. Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
19. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
20. The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
- a. 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 KPWSLF projects as required by 40 CFR Section 33.501(b).
21. The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year the notice to proceed for construction has been issued thru the year construction has been completed.

22. The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
23. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
24. 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 public water system or treatment works 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.

EXHIBIT D

USE OF LOAN PROCEEDS

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

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Replacement of approximately 8,700 linear feet of water mains.	\$1,347,930.00
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$220,000.00
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$10,000.00
<i>Total</i>	\$ 1,577,930.00

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. Easements acquired through eminent domain are not eligible for funding.
 - 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. Submit two original signatures of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water
Public Water Supply Section
1000 SW Jackson Street - Suite 420
Topeka, Kansas 66612

You should retain one copy for your records.

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

EXHIBIT E

KWPCRF or KPWSLF OUTLAY REPORT AND REQUEST FOR DISBURSEMENT (See Instructions)	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:		b. KDHE Representative Certifying to line 8.n.		
		Rodney R. Geisler or William J. Carr		
Signature of Authorized Certifying Official		Signature of Authorized Certifying Official		
		See KDHE Attached Sheet or Reverse Side		
Typed or Printed Name and Title		Typed or Printed Name and Title		
		Chief, Municipal Programs Section or KPWSLF Manager		
Date Submitted	Telephone (Area Code, number & ext.)	Date Approved	Telephone (Area Code, number & ext.)	
			785-296-5527 or 296-5503	

INSTRUCTIONS FOR OUTLAY REPORT AND REQUEST FOR DISBURSEMENT

Please type or print legibly. Items 1, 4, 5, 6, 8.n., and 8.o. are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
2	Enter the assigned KPWSLF project number.	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.
3	Mark as appropriate. If the request is final, the amounts billed should represent the final cost of the project		
7	Enter the complete employer identification number assigned by the U.S. Internal Revenue Service [or FICE institution code if requested by the Federal agency].	8i	Enter the amounts for all items not specifically mentioned above.
8	Use only columns a, b, and c	8j	Enter the total cumulative amount to date which should be the sum of lines a through i.
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.	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.
		8l	Enter the net cumulative amount to date which should be the amount shown on line j minus the amount on line k.
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.	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.
8c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.	9a	To be completed and signed by the duly authorized recipient representative official. The date should be the actual date the form is submitted to the funding agency.
8d	Enter basic fees for services of architectural engineers.		
8e	Enter other architectural engineering services. Do not include any amounts shown on line d.	9b	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. Recipient leave blank.
8f	Enter inspection and audit fees of construction and related programs.		
8g	Enter those amounts associated with the actual construction of, addition to, or restoration of infrastructure.		

NOTE: TWO ORIGINAL SIGNATURE DISBURSEMENT REQUESTS AND ONE SET OF SUPPORTING DOCUMENTATION MUST BE SUBMITTED

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BALDWIN CITY, 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 BALDWIN CITY, 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 PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY 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/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. 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

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BALDWIN CITY, 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 PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY 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 Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems 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 Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan 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 water supply 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, Baldwin City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, 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:

Replacement of approximately 8,700 linear feet of water mains.

(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. 28-15-50 through 28-15-65 (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 not to exceed \$1,577,930.00 (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 , 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 August 25, 2016, 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 Municipality's legal counsel, 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 (as defined in the Loan Agreement) 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, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. 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 and legal counsel 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 August 25, 2016, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Baldwin City, 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 Water Supply System, 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. By adopting the Ordinance, 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

City of Baldwin City
Attn: City Clerk
803 8th St.
Baldwin City, Kansas 66006

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONTRACT

This Contract is entered into as of August 25, 2016, between the **KANSAS RURAL WATER FINANCE AUTHORITY**, a body corporate and politic of the State of Kansas (the "Authority") and **BALDWIN CITY**, a municipality of the State of Kansas (the "Municipality") participating in the Kansas Public Water Supply Loan Fund program (the "Program"), with the approval and for the benefit of the **KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE")**, the administrator of the Program and for the benefit of the **KANSAS DEVELOPMENT FINANCE AUTHORITY ("KDFa")**, as provider of certain financial services to the Program.

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Municipality to enter into this contract and also permits the Secretary to require the Municipality to enter this contract as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. KRWFA has been approved by KDHE to provide the Municipality with assistance in discharging certain System and financial management responsibilities expressly or implicitly undertaken in the Loan Agreement.

D. The Municipality [agrees][has been required by the Secretary] to engage the services of KRWFA for such purposes, and this contract sets forth KRWFA's undertakings with respect to the Municipality, the Municipality's obligations to KRWFA and their joint obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

E. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. **Quarterly Management Report.** The Municipality will complete a quarterly management report of operating data and financial information in the form prescribed by KRWFA and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KRWFA. The initial Quarterly Management Report shall be submitted to KRWFA in the first full calendar quarter following the first draw of loan funds by the Municipality.

2. **Inspection of Books and Records.** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KRWFA upon reasonable written request of KRWFA.

3. **Annual Budget.** Not later than 180 days prior to the beginning of each fiscal year of the Municipality, the Municipality will furnish to KRWFA a proposed System budget for the ensuing fiscal year in the form prescribed by state statute, with such further modifications as may be required by KRWFA. KRWFA will review the proposed System budget and return the same to the Municipality within 30 days with KRWFA's recommendations, if any. Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KRWFA. The initial budget of the Municipality shall be submitted to KRWFA for the fiscal year of initial draw against loan funds.

4. **Annual Audit.** If an annual financial audit is required by Section 3.02 (k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KRWFA a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KRWFA. The initial audit of the Municipality shall be submitted for the fiscal year of the initial draw against loan funds.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KRWFA shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KRWFA will make recommendations to the Municipality for remediation of the deficiencies. KRWFA shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of KRWFA's recommendations, the Municipality's governing body will meet to review such recommendations and will submit to KRWFA its written plan for curing the deficiencies and/or implementing KRWFA's recommendations.

6. **Assistance in Implementation of Prescribed Changes.** KRWFA will provide the Municipality with assistance in implementing a remediation plan that will assure future compliance with required financial covenants as soon as is practically feasible, including implementation of changes in the

water rates or operational practices of the Municipality as may be prescribed by the Secretary pursuant to the Loan Act.

7. **Compliance Certification.** KRWFA will provide KDHE with an annual written compliance report for the Municipality within the time period set forth in *Section 5* hereof for review of the annual audit. Such report shall indicate compliance or non-compliance by the Municipality with its requirements under the Loan Agreement. Any recommendations provided by KRWFA pursuant to *Sections 5* and/or *6* hereof shall be included in such report. In the event that the Municipality does not implement such recommendations within a reasonable time, KRWFA shall immediately notify the Secretary of such noncompliance.

8. **Fees.** KRWFA shall be paid the FIAC Origination Fee as compensation for its services under this contract for the entire term of the Loan Agreement. The fee may be included in the amount of the Loan Agreement if this contract is entered into at the time of the Loan Agreement, or may be paid by the Municipality (upon the execution of the Loan Agreement) to KDFA for remittance to KRWFA.

9. **Dissemination of Information.** KRWFA shall provide to KDHE and KDFA copies of all reports, recommendations and other written material received by KRWFA from the Municipality or sent by KRWFA to the Municipality pursuant to the terms of this contract.

10. **Term.** This contract shall take effect upon its signature and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

11. **Binding Effect; Beneficiaries.** This contract shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

[BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

NOT REQUIRED

EXECUTED AND DELIVERED on behalf of the parties by an authorized signatory as of the dates hereinafter set forth.

KANSAS RURAL WATER FINANCE AUTHORITY

By: _____

Date: _____

Title: _____

BALDWIN CITY

By _____

Date: _____

Title: _____

APPROVED:

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

By: _____

Date: _____

Title: _____

NOT REQUIRED

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of Baldwin City (the "Municipality") in connection with the loan of funds to it (the "Loan") by the Kansas Department of Health and Environment ("KDHE"). The loan between KDHE and the Municipality (the "Loan Agreement") is dated August 25, 2016. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority ("KDFA") the interest on which is intended to be exempt from Federal income tax ("Tax-Exempt Bonds"). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the "Financed Facility") in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

"Management or Operating Agreement" means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

"Non-Qualified Use" generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to KDFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Qualified User" means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying KDFA and KDHE in writing and obtaining an Opinion of Bond Counsel.

3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

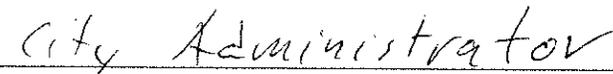
7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

BALDWIN CITY

By:  _____



Printed Name



Title

ORDINANCE NO. 1353

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BALDWIN CITY, 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 PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY 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 Safe Drinking Water Act Amendments of 1996 [PL I 04-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems 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 Public Water Supply Loan Act, K.S.A. 65-163d et seq., as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan 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 water supply 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, Baldwin City, Kansas (the "Municipality") is a municipality as said term, is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, 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:

Replacement of approximately 8,700 linear feet of water mains.
(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. 28-15-50 through 28-15-65 (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 not to exceed \$1,577,930.00 (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 BALDWIN CITY, 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 August 25, 2016, 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 Municipality's legal counsel, 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 (as defined in the Loan Agreement) 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, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and

subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. 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 and legal counsel 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 _____ and signed and APPROVED by the Mayor.

(Seal)

Marilyn Pearse, Mayor

Attest:

Laura E. Hartman, City Clerk

Approved as to form:

Matt Hoy, City Attorney

Budget Authority:

Fund	Expenditures as of 9/30/2016	2016 Expected	YTD (75 % of Expected)
GENERAL	1,736,221.89	2,768,599.26	63%
LIBRARY	83,327.39	132,502.82	63%
CEMETERY	62,654.06	86,373.24	73%
GENERAL B&I	467,332.09	467,332.08	100%
ELECTRIC	3,005,302.58	4,564,566.81	66%
WATER	1,196,105.48	1,704,160.53	70%
WATER B&i	103,615.00	103,615.00	100%
WASTE WATER	795,797.72	939,449.55	85%
WASTE WATER B&I	411,494.34	390,487.89	105%
REFUSE & RECYCLING	158,442.90	240,060.65	66%
SPECIAL PARKS & REC	-	4,813.13	0%
QUALITY OF LIFE SALES TAX	126,739.25	144,476.12	88%
SPECIAL HIGHWAY	78,903.00	268,903.00	29%
GENERAL CIP	-	-	N/A
WASTE WATER RESERVE	-	-	N/A
GENERAL FUND RESERVE	50,535.04	48,300.04	105%
ELECTRIC RESERVE	-	-	N/A
WATER RESERVE	-	-	N/A
CEMETERY RESERVE	12,033.57	30,925.00	39%
ELECTRIC CIP	122,980.00	126,765.00	97%
WATER CIP	6,574.50	16,574.50	40%
WASTE WATER CIP	-	-	N/A
SALES TAX CIP	230,000.00	230,000.00	100%
ELECTRIC B&I	723,989.52	723,989.51	100%
SWIMMING POOL SALES TAX	-	-	N/A
Total	9,372,048.33	12,991,894.12	

Cash Balances:

	As of 9/30/2016
General Fund:	
GENERAL FUND CASH ACCT	923,903.98
GEN BOND/INTEREST CASH ACCT	(17,284.07)
CAPITAL IMPROVE CASH ACCT	118,134.11
GENERAL FUND RESERVE CASH ACCT	<u>288,029.67</u>
	1,312,783.69
ELECTRIC UTILITY CASH ACCT	719,968.50
ELEC UTIL RESERVE CASH ACCT	822,751.21
ELEC CAP IMPROV CASH - Note 1	739,148.41
ELEC BOND & INTEREST CASH	<u>117,956.95</u>
	2,399,825.07
WATER UTILITY CASH ACCT	203,242.48
WATER B&I CASH	3,019.78
WATER UTIL RESERVE CASH ACCT	634,965.32
WATER CAP IMPROV FUND CASH	<u>170,037.02</u>
	1,011,264.60
WASTEWATER UTILITY CASH ACCT	(82,010.47)
WASTEWATER BOND/INT CASH	(12,085.98)
WASTEWATER RESERVE CASH ACCT	104,822.50
WWTR CAP IMPROV CASH - Note 2	<u>3,073,112.68</u>
	3,083,838.73
REFUSE UTILITY CASH ACCT	42,849.93
LIBRARY FUND CASH ACCT	35,609.07
CEMETERY FUND CASH ACCOUNT	27,523.06
CEMETERY RESERVE CASH ACCOUNT	131,348.03
SPEC PARKS & REC CASH ACCT	69,448.53
QUALITY OF LIFE	120,754.42
SPECIAL HWY CASH ACCT	233,510.20
CIP - SALES TAX	54,658.17
POOL SALES TAX CASH ACCT	<u>95,113.69</u>
Total	<u><u>8,618,527.19</u></u>

Note 1 - Includes \$633,000 of cash to be paid to KCP&L for customer acquisition.

Note 2 - Includes \$3,000,000 cash from bond proceeds for the belt press, bar screen and east side interseptor.

	9/30		Year to Year	
	YTD 2015	YTD 2016 (75%)	2016 Over (Under) 2015	% Change from 2015
Revenues - Ad Valorem - General Fund	(794,672.40)	(892,052.71)	97,380.31	12%
Revenue - Other - General Fund (Franchise, etc.)	(165,839.89)	(120,473.83)	(45,366.06)	-27%
Revenues - Sales Tax				
General Fund - City	(150,205.53)	(151,053.65)	848.12	1%
General Fund - City Share of County	(363,824.88)	(387,971.43)	24,146.55	7%
Sales Tax CIP Fund	(150,205.53)	(151,053.65)	848.12	1%
Quality of Life Sales Tax	(75,102.76)	(75,526.84)	424.08	1%
Utility Funds Revenue:				
Electric Fees	(3,224,805.11)	(3,012,344.89)	(212,460.22)	-7%
Water Fees	(851,757.18)	(882,233.87)	30,476.69	4%
Waste Water Fees	(586,000.19)	(651,586.40)	65,586.21	11%
Refuse Fees	(157,044.39)	(162,704.44)	5,660.05	4%

	9/30		% of Expected
	YTD 2016 (75%)	Total Expected 2016	
Revenues - Ad Valorem - General Fund	(892,052.71)	(1,011,388.15)	88%
Revenue - Other - General Fund (Franchise, etc.)	(120,473.83)	(237,689.27)	51%
Revenues - Sales Tax			
General Fund - City	(151,053.65)	(200,366.00)	75%
General Fund - City Share of County	(387,971.43)	(506,920.00)	77%
Sales Tax CIP Fund	(151,053.65)	(200,366.00)	75%
Quality of Life Sales Tax	(75,526.84)	(100,183.00)	75%
Utility Funds Revenue:			
Electric Fees	(3,012,344.89)	(4,400,000.00)	68%
Water Fees	(882,233.87)	(1,290,383.60)	68%
Waste Water Fees	(651,586.40)	(1,041,202.35)	63%
Refuse Fees	(162,704.44)	(221,850.00)	73%

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				CD	GL ACCOUNT				

			115775 ADVANCE AUTO 5134						
4624401153	01 9/19/16	41502	BRAKE PDS/ROTOR - UNIT 5 INV# 5134624401153	01.05.2540		N	138.24	55231	9/19/2016
5134623744	01 10/03/16	41574	PARTS INV# 5134623744879	01.02.2530		N	36.79	55307	10/03/2016

							175.03		
			10185 ALTEC INDUSTRIES						
50028827	01 9/19/16	41540	REPAIRS TA50 INV# 50028827	11.25.2530		N	241.97	55232	9/19/2016

							241.97		
			10148 ASSURANT						
PR20160909	01 9/09/16		LIFE INSURANCE	01.00.0061		N	39.24	1039484	9/23/2016
PR20160909	02 9/09/16		LIFE INSURANCE	03.00.0061		N	38.42	1039484	9/23/2016
PR20160909	03 9/09/16		LIFE INSURANCE	18.00.0061		N	35.57	1039484	9/23/2016
PR20160923	01 9/23/16		LIFE INSURANCE	01.00.0061		N	39.24	1039484	9/23/2016
PR20160923	02 9/23/16		LIFE INSURANCE	03.00.0061		N	38.41	1039484	9/23/2016
PR20160923	03 9/23/16		LIFE INSURANCE	18.00.0061		N	35.57	1039484	9/23/2016

							226.45		
			10149 ASSURITY LIFE INSURANCE						
PR20160909	01 9/09/16		ACCIDENT INSUR	01.00.0061		N	30.42	1039485	9/23/2016
PR20160909	02 9/09/16		ACCIDENT INSUR	03.00.0061		N	11.38	1039485	9/23/2016
PR20160909	03 9/09/16		ACCIDENT INSUR	11.00.0061		N	14.35	1039485	9/23/2016
PR20160909	04 9/09/16		ACCIDENT INSUR	12.00.0061		N	19.74	1039485	9/23/2016
PR20160909	05 9/09/16		ACCIDENT INSUR	18.00.0061		N	4.83	1039485	9/23/2016
PR20160923	01 9/23/16		ACCIDENT INSUR	01.00.0061		N	30.42	1039485	9/23/2016
PR20160923	02 9/23/16		ACCIDENT INSUR	03.00.0061		N	11.38	1039485	9/23/2016
PR20160923	03 9/23/16		ACCIDENT INSUR	11.00.0061		N	14.35	1039485	9/23/2016
PR20160923	04 9/23/16		ACCIDENT INSUR	12.00.0061		N	19.74	1039485	9/23/2016
PR20160923	05 9/23/16		ACCIDENT INSUR	18.00.0061		N	4.81	1039485	9/23/2016

							161.42		
			12425 ATRONIC ALARMS, INC						
174168	01 10/03/16		CHALL SECURITY-LBR,RCVR,	01.01.4999		N	158.75	55308	10/03/2016
174168	02 10/03/16		CHALL SECURITY-LBR,RCVR,	11.26.4999			158.75	55308	10/03/2016
174168	03 10/03/16		CHALL SECURITY-LBR,RCVR,	12.11.4999			158.75	55308	10/03/2016
174168	04 10/03/16		CHALL SECURITY-LBR,RCVR,	18.21.4999			158.75	55308	10/03/2016

							635.00		
			20051 BALDWIN AUTOMOTIVE						
22575	01 9/19/16	41505	TIRE - REPAIR INV# 22575	01.03.3350		N	20.40	55233	9/19/2016

							20.40		
			30180 BALDWIN FEED CO						
41610	01 9/19/16	41541	SUPPLIES	11.25.3800		N	32.50	55234	9/19/2016

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INV# 41610								
BALDWIN FEED CO						32.50		

20111 BALDWIN STATE BANK-TAXES								
PR20160903 01	9/03/16		FED/FICA TAX	01.00.0040	N	3955.91	4140246	9/09/2016 E
PR20160903 02	9/03/16		FED/FICA TAX	01.00.0060	N	5651.84	4140246	9/09/2016 E
PR20160903 03	9/03/16		FED/FICA TAX	02.00.0040	N	206.51	4140246	9/09/2016 E
PR20160903 04	9/03/16		FED/FICA TAX	02.00.0060	N	491.74	4140246	9/09/2016 E
PR20160903 05	9/03/16		FED/FICA TAX	03.00.0040	N	96.11	4140246	9/09/2016 E
PR20160903 06	9/03/16		FED/FICA TAX	03.00.0060	N	229.92	4140246	9/09/2016 E
PR20160903 07	9/03/16		FED/FICA TAX	11.00.0040	N	1923.93	4140246	9/09/2016 E
PR20160903 08	9/03/16		FED/FICA TAX	11.00.0060	N	2742.16	4140246	9/09/2016 E
PR20160903 09	9/03/16		FED/FICA TAX	12.00.0040	N	1427.29	4140246	9/09/2016 E
PR20160903 10	9/03/16		FED/FICA TAX	12.00.0060	N	2269.20	4140246	9/09/2016 E
PR20160903 11	9/03/16		FED/FICA TAX	18.00.0040	N	788.26	4140246	9/09/2016 E
PR20160903 12	9/03/16		FED/FICA TAX	18.00.0060	N	1469.40	4140246	9/09/2016 E
PR20160903 13	9/03/16		FED/FICA TAX	24.00.0040	N	15.82	4140246	9/09/2016 E
PR20160903 14	9/03/16		FED/FICA TAX	24.00.0060	N	34.62	4140246	9/09/2016 E
PR20160923 01	9/23/16		FED/FICA TAX	01.00.0040	N	3969.82	4140259	9/23/2016 E
PR20160923 02	9/23/16		FED/FICA TAX	01.00.0060	N	5858.78	4140259	9/23/2016 E
PR20160923 03	9/23/16		FED/FICA TAX	02.00.0040	N	210.79	4140259	9/23/2016 E
PR20160923 04	9/23/16		FED/FICA TAX	02.00.0060	N	527.16	4140259	9/23/2016 E
PR20160923 05	9/23/16		FED/FICA TAX	03.00.0040	N	88.52	4140259	9/23/2016 E
PR20160923 06	9/23/16		FED/FICA TAX	03.00.0060	N	217.00	4140259	9/23/2016 E
PR20160923 07	9/23/16		FED/FICA TAX	11.00.0040	N	1996.01	4140259	9/23/2016 E
PR20160923 08	9/23/16		FED/FICA TAX	11.00.0060	N	2846.88	4140259	9/23/2016 E
PR20160923 09	9/23/16		FED/FICA TAX	12.00.0040	N	1422.92	4140259	9/23/2016 E
PR20160923 10	9/23/16		FED/FICA TAX	12.00.0060	N	2299.68	4140259	9/23/2016 E
PR20160923 11	9/23/16		FED/FICA TAX	18.00.0040	N	700.54	4140259	9/23/2016 E
PR20160923 12	9/23/16		FED/FICA TAX	18.00.0060	N	1374.76	4140259	9/23/2016 E
PR20160923 13	9/23/16		FED/FICA TAX	24.00.0040	N	16.08	4140259	9/23/2016 E
PR20160923 14	9/23/16		FED/FICA TAX	24.00.0060	N	35.00	4140259	9/23/2016 E
BALDWIN STATE BANK-TAXES						42866.65		

20200 BG CONSULTANTS INC								
1495-1608 01	9/19/16	41506	AUG 2016 SANI SWERE MAST INV# 1495-1608	42.22.2204.1809	N	2129.70	55235	9/19/2016
1308L-0816 01	10/03/16	41575	AUG 2016 HWY56 & EISENH INV# 1308L-0816	29.01.2430.0129	N	1252.00	55309	10/03/2016
BG CONSULTANTS INC						3381.70		

20209 BIRD JANITORIAL								
22310 01	10/03/16	41559	JANITORIAL SERVICES-SEPT INV# 22310	01.05.2521	N	173.00	55310	10/03/2016
22310 02	10/03/16	41559	CUSTODIAL SUPPLIES INV# 22310	01.05.3680		107.81	55310	10/03/2016
22311 01	10/03/16		SEP 2016 JANITORIAL SVCS	01.01.2521		287.00	55310	10/03/2016
BIRD JANITORIAL						567.81		

160100 BUILDERS CHOICE - OTTAWA								

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				CD	GL ACCOUNT				

124195	01	9/19/16	41507	160100 BUILDERS CHOICE - OTTAWA REPAIRS - HWY 56 & 8TH INV# 124195	01.02.3341		1045.00	55236	9/19/2016
124303	01	9/19/16	41507	REPAIRS - 3RD & LINCOLN INV# 124303	01.02.3341	N	1140.00	55236	9/19/2016

							2185.00		

16-122	01	9/19/16	41539	20298 BULLDOG LAWNS NUISANCE VEG - 215 LINCO INV# 16-122	01.35.2870	M	75.00	55237	9/19/2016
16-123	01	9/19/16	41539	NUISANCE VEG - 1001 MIAM INV# 16-123	01.35.2870	M	75.00	55237	9/19/2016
16-124	01	9/19/16	41539	NUISANCE VEG-1319 8TH ST INV# 16-124	01.35.2870	M	100.00	55237	9/19/2016

							250.00		

4020071377	01	9/19/16	41551	111590 CANON SOLUTIONS AMERICA COPIER MAINTENANCE 9/1 - INV# 4020071377	01.05.2890	N	47.46	55238	9/19/2016

							47.46		

83116	01	9/19/16	41508	30036 CARQUEST AUTO PARTS ACCT#KAN-2381691 INV# TICKET# 329945	01.02.2530	N	79.13	55239	9/19/2016
83116	02	9/19/16	41508	TICKET# 331795	01.02.2530		80.94	55239	9/19/2016
83116	03	9/19/16	41508	TICKET# 333242	01.02.2530		83.75	55239	9/19/2016
83116	04	9/19/16	41508	TICKET# 333246	01.02.2530		52.66	55239	9/19/2016
83116	05	9/19/16	41508	FC	01.02.2530		1.19	55239	9/19/2016

							297.67		

825924*171	01	9/19/16	41509	1916736 CENTURYLINK 171 ACCT# 313743171 AUGUST INV# 825924-171	01.05.2500	N	123.21	55240	9/19/2016

							123.21		

825924*240	01	9/19/16	41510	1913850 CENTURYLINK 240 ACCT# 313370240 AUGUST INV# 825924-240	01.05.2500	N	69.60	55241	9/19/2016

							69.60		

825924*488	01	9/19/16	41511	1916586 CENTURYLINK 488 ACCT# 313279488 AUGUST INV# 825924-488	01.01.2500	N	43.41	55242	9/19/2016

							43.41		

825924*571	01	9/19/16	41512	1913678 CENTURYLINK 571 ACCT# 314285571 AUGUST	01.04.2500	N	44.27	55243	9/19/2016

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			INV# 825924-571							
			CENTURYLINK 571					44.27		
			1916907 CENTURYLINK 681							
825924*681 01	9/19/16	41513	ACCT# 313955681	AUGUST	01.02.2500	N		20.37	55244	9/19/2016
			INV3 825924-681							
825924*681 02	9/19/16	41513	ACCT# 313955681	AUGUST 2	11.26.2500			20.37	55244	9/19/2016
825924*681 03	9/19/16	41513	ACCT# 313955681	AUGUST	12.11.2500			40.74	55244	9/19/2016
825924*681 04	9/19/16	41513	ACCT# 313955681	AUGUST	18.21.2500			20.38	55244	9/19/2016
			CENTURYLINK 681					101.86		
			1913261 CENTURYLINK 700							
825924*700 01	9/19/16	41514	ACCT# 314270700	AUGUST 2	11.24.2500	N		110.65	55245	9/19/2016
			INV# 825924-700							
825924*700 02	9/19/16	41514	ACCT# 314270700	AUGUST	11.25.2500			110.65	55245	9/19/2016
			CENTURYLINK 700					221.30		
			1916427 CENTURYLINK 913							
825924*913 01	9/19/16	41515	ACCT# 313982913	AUGUST	01.01.2500	N		466.79	55246	9/19/2016
			INV# 825924-913							
825924*913 02	9/19/16	41515	ACCT# 313982913	AUGUST	01.02.2500			31.12	55246	9/19/2016
825924*913 03	9/19/16	41515	ACCT# 313982913	AUGUST	01.04.2500			31.12	55246	9/19/2016
825924*913 04	9/19/16	41515	ACCT# 313982913	AUGUST	01.05.2500			31.12	55246	9/19/2016
825924*913 05	9/19/16	41515	ACCT# 313982913	AUGUST	01.07.2500			31.12	55246	9/19/2016
825924*913 06	9/19/16	41515	ACCT# 313982913	AUGUST	01.35.2500			155.61	55246	9/19/2016
825924*913 07	9/19/16	41515	ACCT# 313982913	AUGUST	03.01.2500			31.12	55246	9/19/2016
825924*913 08	9/19/16	41515	ACCT# 313982913	AUGUST	11.24.2500			217.85	55246	9/19/2016
825924*913 09	9/19/16	41515	ACCT# 313982913	AUGUST	11.25.2500			171.17	55246	9/19/2016
825924*913 10	9/19/16	41515	ACCT# 313982913	AUGUST	11.26.2500			.04	55246	9/19/2016
825924*913 11	9/19/16	41515	ACCT# 313982913	AUGUST	12.11.2500			357.90	55246	9/19/2016
825924*913 12	9/19/16	41515	ACCT# 313981913	AUGUST	18.22.2500			31.12	55246	9/19/2016
			CENTURYLINK 913					1556.08		
			200025 CINTAS FIRST AID & SAFETY							
5006028264 01	10/03/16	41576	SERVICE - FIRST AID		01.02.3006			112.77	55311	10/03/2016
			INV# 5006028264							
5006028264 02	10/03/16	41576	SERVICE - FIRST AID		11.25.3006			67.36	55311	10/03/2016
5006028264 03	10/03/16	41576	SERVICE - FIRST AID		11.24.3006			33.18	55311	10/03/2016
5006028265 01	10/03/16	41561	1ST AID SUPPLIES		01.05.3006	N		93.23	55311	10/03/2016
			INV# 5006028265							
5006028266 01	10/03/16	41576	SERVICE - FIRST AID		11.24.3006			8.94	55311	10/03/2016
			INV# 5006028266							
5006028267 01	10/03/16	41576	SERVICE - FIRST AID		01.02.3006	N		131.51	55311	10/03/2016
			INV# 5006028267							
			CINTAS FIRST AID & SAFET					446.99		
			30169 CITY OF LAWRENCE							
MOFFITT-BC 01	10/03/16	41573	DEATH/HOMICIDE INV. TRAI		01.05.2140	N		230.00	55312	10/03/2016
			MOFFITT							

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			30169 CITY OF LAWRENCE					
			CITY OF LAWRENCE			230.00		
729831/16	01 10/03/16	41577	120550 CITY OF LAWRENCE-UTILITY AUGUST 2016 WTR TRTMNTE INV# 729831/16	12.13.2490	N	53361.79	4140266	10/03/2016 E
			CITY OF LAWRENCE-UTILITY			53361.79		
83735	01 9/19/16		30279 COMPANION ANIMAL HOSPITAL BOARDING-RABIES OBSVTN-P MMM YYYY BOARDING SVCS	01.05.3891		250.00	55247	9/19/2016
83750	01 9/19/16		EUTHANASIA/CREMATION-PIT MMM YYYY BOARDING SVCS	01.05.3891	N	130.00	55247	9/19/2016
83751	01 9/19/16		ACE TABLET-10 MG-PIT BUL MMM YYYY BOARDING SVCS	01.05.3891	N	30.00	55247	9/19/2016
84171	01 9/19/16		SEP 2016 MO SVC CONTRACT MMM YYYY BOARDING SVCS	01.05.3891	N	200.00	55247	9/19/2016
			COMPANION ANIMAL HOSPITA			610.00		
439974CRC1	01 10/03/16	41578	30290 CONTINENTAL RESEARCH CORP SUPPLIES INV# 439974-CRC-1	01.02.3800		251.98	55313	10/03/2016
439974CRC2	01 10/03/16	41578	SUPPLIES INV# 439974-CRC-2	01.02.3800		121.67	55313	10/03/2016
439977CRC1	01 10/03/16	41578	TOOLS INV# 439977-CRC-1	18.22.3355	N	23.58	55313	10/03/2016
			CONTINENTAL RESEARCH COR			397.23		
MLGE091916	01 9/19/16		30360 COURTON, EDWARD RT LKM PLNG&ZONING @ MAN	01.35.2160	N	91.80	55248	9/19/2016
			COURTON, EDWARD			91.80		
225508	01 9/19/16	41516	113350 CROFT TRAILER SUPPLY PARTS INV# 225508	01.02.2530	N	85.80	55249	9/19/2016
			CROFT TRAILER SUPPLY			85.80		
51391770	01 9/19/16	41494	160259 DELAGE LANDEN PUBLIC FINA COPIER LEASE 9/15/16-10/ INV# 51391770	01.05.2890	N	115.57	55250	9/19/2016
			DELAGE LANDEN PUBLIC FIN			115.57		
B.ELLIOTT	01 9/07/16		40050 DELTA DENTAL OF KANSAS 6 MO BRANDON ELLIOTT-COB	01.05.1160	N	188.28	55227	9/07/2016
PR20160909	01 9/09/16		DENTAL INS	01.00.0067	N	459.42	1039486	9/23/2016
PR20160909	02 9/09/16		DENTAL INS	03.00.0067	N	29.71	1039486	9/23/2016
PR20160909	03 9/09/16		DENTAL INS	11.00.0067	N	243.00	1039486	9/23/2016

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			40050 DELTA DENTAL OF KANSAS						
PR20160909 04	9/09/16		DENTAL INS	12.00.0067	N	177.94	1039486	9/23/2016	
PR20160909 05	9/09/16		DENTAL INS	18.00.0067	N	133.59	1039486	9/23/2016	
PR20160909 06	9/09/16		DENTAL INS	24.00.0067	N	1.42	1039486	9/23/2016	
PR20160923 01	9/23/16		DENTAL INS	01.00.0067	N	550.50	1039486	9/23/2016	
PR20160923 02	9/23/16		DENTAL INS	03.00.0067	N	29.96	1039486	9/23/2016	
PR20160923 03	9/23/16		DENTAL INS	11.00.0067	N	274.76	1039486	9/23/2016	
PR20160923 04	9/23/16		DENTAL INS	12.00.0067	N	185.99	1039486	9/23/2016	
PR20160923 05	9/23/16		DENTAL INS	18.00.0067	N	135.81	1039486	9/23/2016	
PR20160923 06	9/23/16		DENTAL INS	24.00.0067	N	1.50	1039486	9/23/2016	

DELTA DENTAL OF KANSAS						2411.88			
			40697 DOUGLAS COUNTY REGISTER						
PREPAY2016 01	9/20/16		PREPAY-REGISTER OF DEEDS	01.35.2330	N	175.00	55306	9/20/2016	
PREPAY2016 02	9/20/16		PREPAY-REGISTER OF DEEDS	01.01.2330		175.00	55306	9/20/2016	

DOUGLAS COUNTY REGISTER						350.00			
			30408 EATON CORPORATION						
92216 01	10/03/16	41565	SERVICES - SCADA UPGRADE	32.01.4230	N	28413.00	55314	10/03/2016	
			INV# 92216						
92216 02	10/03/16	41565	SALES TAX	32.01.4230		2486.14	55314	10/03/2016	

EATON CORPORATION						30899.14			
			50235 ELAVON						
AUG16.2669 01	9/19/16		MERCHANT FEES - AUG 2016	11.26.2861	N	279.50	4140251	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2669 02	9/19/16		MERCHANT FEES - AUG 2016	12.11.2861		186.34	4140251	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2669 03	9/19/16		MERCHANT FEES - AUG 2016	18.21.2861		124.22	4140251	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2669 04	9/19/16		MERCHANT FEES - AUG 2016	24.01.2861		31.06	4140251	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2693 01	9/19/16		MERCHANT FEES - AUG 2016	11.26.2861	N	281.79	4140252	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2693 02	9/19/16		MERCHANT FEES - AUG 2016	12.11.2861		187.86	4140252	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2693 03	9/19/16		MERCHANT FEES - AUG 2016	18.21.2861		125.24	4140252	9/19/2016	E
			INV# MMMYY.2669 OR .2693						
AUG16.2693 04	9/19/16		MERCHANT FEES - AUG 2016	24.01.2861		31.30	4140252	9/19/2016	E
			INV# MMMYY.2669 OR .2693						

ELAVON						1247.31			
			50562 ENET						
4733 01	10/03/16		AUGUST 2016 IT SVCS/SUPT	01.10.4012	N	382.50	55315	10/03/2016	

ENET						382.50			
			60000 FARM FRESH GRAPHICS, INC.						
5676 01	9/19/16	41545	SERVICES	11.24.2999	N	75.00	55251	9/19/2016	
			INV# 5676						

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			60000 FARM FRESH GRAPHICS, INC.					
			FARM FRESH GRAPHICS, INC.			75.00		
			60050 FASTENAL - KSOTT					
KSOTT82838 01	9/19/16	41517	SUPPLIES	01.02.2530	N	373.28	55252	9/19/2016
			INV# KSOTT82838					
KSOTT82902 01	10/03/16	41595	PARTS	18.22.2530	N	16.84	55316	10/03/2016
			INV# KSOTT82902					
KSOTT83086 01	10/03/16	41579	SUPPLIES	01.02.3800	N	150.22	55316	10/03/2016
			INV# KSOTT83086					
			FASTENAL - KSOTT			540.34		
			60234 FRATERNAL ORDER OF POLICE					
PR20160909 01	9/09/16		F.O.P. W/H	01.00.0080	N	21.65	1039487	9/23/2016
PR20160923 01	9/23/16		F.O.P. W/H	01.00.0080	N	21.65	1039487	9/23/2016
			FRATERNAL ORDER OF POLIC			43.30		
			70050 GALLS, LLC					
006042615 01	10/03/16	41569	UNIFORMS - LARUE	01.05.3610	N	30.99	55317	10/03/2016
			INV# 006042615					
006066449 01	10/03/16	41569	UNIFORMS- NEW EMPLOYEES	01.05.3610		1092.07	55317	10/03/2016
			INV# 006066449					
			GALLS, LLC			1123.06		
			70300 GILMORE & BELL					
6031787 01	9/07/16		LEGAL SVCS-SERIES2015B B	20.01.2854	M	16400.00	55228	9/07/2016
			GILMORE & BELL			16400.00		
			80135 HAWK WASH WINDOW CLEANING					
10644 01	10/03/16	41560	WINDOW CLEANING	01.05.2521	N	55.00	55318	10/03/2016
			INV # 10644					
			HAWK WASH WINDOW CLEANIN			55.00		
			500651 HD SUPPLY WATERWORKS, LTD					
G034347 01	9/19/16	41518	METERS	40.25.1125	N	425.00	55253	9/19/2016
			INV# G034347					
F975209 01	10/03/16	41580	BRASS INV#F975209	12.12.4237	N	2439.00	55319	10/03/2016
			INV# F975209					
F975209 02	10/03/16	41580	CR INV# G034347 DUPL PMT	40.25.1125		425.00-	55319	10/03/2016
G069380 01	10/03/16	41580	METER	40.25.1125		375.00	55319	10/03/2016
			INV# G069380					
G134004 02	10/03/16	41580	METER	40.25.1125		375.00	55319	10/03/2016
			INV# G134004					
			HD SUPPLY WATERWORKS, LT			3189.00		
			80375 HEARTLAND FIRE & SAFETY E					
43114 01	10/03/16	41581	2016 ANN FIRE EXT INSPEC	01.02.4006		96.25	55320	10/03/2016

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43115	01 10/03/16	41596	INV# 43114 2016 ANN FIRE EXT INSPEC	11.24.4006			247.25	55320	10/03/2016
43116	01 10/03/16	41581	INV# 43115 2016 ANN FIRE EXT INSPEC	18.22.4006			48.00	55320	10/03/2016
43117	01 10/03/16	41596	INV# 43116 2016 ANN FIRE EXT INSPEC	11.24.4006	N		137.45	55320	10/03/2016
43118	01 10/03/16	41581	INV# 43117 2016 ANN FIRE EXT INSPEC	12.11.4006			480.90	55320	10/03/2016
43119	01 10/03/16	41581	2016 ANN FIRE EXT INSPEC	01.06.2999	N		24.00	55320	10/03/2016
43120	01 10/03/16	41601	INV# 43119 2016 ANN FIRE EXT INSPEC	01.35.4006	N		16.00	55320	10/03/2016
43169	01 10/03/16	41567	INV# 43120 ANNUAL FIRE EXTING/INSP/	01.05.3006	N		74.95	55320	10/03/2016
43170	01 10/03/16		INV# 43169 2016 ANNL FIRE EXT INSP-	01.01.2999	N		40.00	55320	10/03/2016
43171	01 10/03/16	41602	2016 ANN FIRE EXT INSPEC	01.04.2209	N		213.70	55320	10/03/2016
			INV# 43171						

HEARTLAND FIRE & SAFETY							1378.50		
80631 HUMANA INSURANCE									
PR20160909 01	9/09/16		HEALTH INS	01.00.0066	N		6222.04	4140260	9/23/2016 E
PR20160909 02	9/09/16		HEALTH INS	03.00.0066	N		252.62	4140260	9/23/2016 E
PR20160909 03	9/09/16		HEALTH INS	11.00.0066	N		2973.13	4140260	9/23/2016 E
PR20160909 04	9/09/16		HEALTH INS	12.00.0066	N		2015.91	4140260	9/23/2016 E
PR20160909 05	9/09/16		HEALTH INS	18.00.0066	N		1740.56	4140260	9/23/2016 E
PR20160923 01	9/23/16		HEALTH INS	01.00.0066	N		7490.92	4140260	9/23/2016 E
PR20160923 02	9/23/16		HEALTH INS	03.00.0066	N		256.19	4140260	9/23/2016 E
PR20160923 03	9/23/16		HEALTH INS	11.00.0066	N		3410.45	4140260	9/23/2016 E
PR20160923 04	9/23/16		HEALTH INS	12.00.0066	N		2117.46	4140260	9/23/2016 E
PR20160923 05	9/23/16		HEALTH INS	18.00.0066	N		1768.15	4140260	9/23/2016 E

HUMANA INSURANCE							28247.43		
1400130 JOHN DEERE FINANCIAL									
90316	01 9/19/16	41519	ACCT# 11113-29216 INV#	01.02.3800	N		140.36	55254	9/19/2016
			TICKET# 1641184						
90316	02 9/19/16	41519	TICKET# 1643670	01.03.2530			16.69	55254	9/19/2016
90316	03 9/19/16	41519	TICKET# 1647672	01.03.3800			37.79	55254	9/19/2016
90316	04 9/19/16	41519	TICKET# 1649141	01.03.3800			147.94	55254	9/19/2016
90316	05 9/19/16	41519	TICKET# 1650493	01.03.2530			67.36	55254	9/19/2016
90316	06 9/19/16	41519	TICKET# 1645631	01.03.3800			89.94	55254	9/19/2016

JOHN DEERE FINANCIAL							500.08		
112412 KANMAN HOME SERVICES LLC									
151-58	01 10/03/16	41566	REPLACE WEATHERSTRIP FRN	01.05.2520	N		70.00	55321	10/03/2016
			INV# 151-58						

KANMAN HOME SERVICES LLC							70.00		
1655868 KANSAS GAS SERVICE - 1100									
6-82016	01 10/03/16	41597	1100 ORANGE ST*McF0.0*AU	11.24.3540	N		104.11	55322	10/03/2016
			INV# 6-82016						

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			1655868 KANSAS GAS SERVICE - 1100					
			KANSAS GAS SERVICE - 110			104.11		
5-82016	01	10/03/16 41582	1587465 KANSAS GAS SERVICE - 605 605 HIGH ST*Mcf94*AUGUST INV# 5-82016	11.24.2510	N	205.51	55323	10/03/2016
5-82016	02	10/03/16 41582	609 HIGH ST*Mcf1.0*AUGUS	12.11.2510		42.33	55323	10/03/2016
5-82016	03	10/03/16 41582	614 INDIANA*Mcf1.0*AUGUS	01.02.2510		42.33	55323	10/03/2016
5-82016	04	10/03/16 41582	610 INDIANA*Mcf0.0*AUGUS	01.02.2510		34.01	55323	10/03/2016
5-82016	05	10/03/16 41582	803 8TH ST*Mcf0.0*AUGUST	01.01.2510		34.01	55323	10/03/2016
5-82016	06	10/03/16 41582	811 8TH ST*Mcf0.0*AUGUST	01.05.2510		34.01	55323	10/03/2016
5-82016	07	10/03/16 41582	610 HIGH ST*Mcf0.0*AUGUS	01.04.2510		34.01	55323	10/03/2016
			KANSAS GAS SERVICE - 605			426.21		
16BCVIN17	01	10/03/16	111092 KANSAS HIGHWAY PATROL-VIN 28 VIN INSP-VERIF FEES T INV# YYBCVIN## - PERIOD	01.00.0078	N	56.00	55324	10/03/2016
			KANSAS HIGHWAY PATROL-VI			56.00		
6080157	01	9/19/16 41522	111300 KANSAS ONE CALL SYSTEM, I AUGUST 2016 LOCATES INV# 6080157	11.26.2999	N	121.00	55255	9/19/2016
6080157	02	9/19/16 41522	AUGUST 2016 LOCATES	12.11.2999		121.00	55255	9/19/2016
			KANSAS ONE CALL SYSTEM,			242.00		
PR20160903	01	9/03/16	110826 KANSAS PAYMENT CENTER CHILD SUPPORT	18.00.0069	N	431.82	4140248	9/09/2016 E
PR20160923	01	9/23/16	CHILD SUPPORT	18.00.0069	N	431.82	4140262	9/23/2016 E
			KANSAS PAYMENT CENTER			863.64		
PR20160903	01	9/03/16	111400 KANSAS PUBLIC EMPLOYEES KPERS	01.00.0065	N	2772.24	4140249	9/09/2016 E
PR20160903	02	9/03/16	KPERS	03.00.0065	N	234.04	4140249	9/09/2016 E
PR20160903	03	9/03/16	KPERS	11.00.0065	N	2825.46	4140249	9/09/2016 E
PR20160903	04	9/03/16	KPERS	12.00.0065	N	2287.20	4140249	9/09/2016 E
PR20160903	05	9/03/16	KPERS	18.00.0065	N	1497.74	4140249	9/09/2016 E
PR20160903	06	9/03/16	KPERS	24.00.0065	N	33.61	4140249	9/09/2016 E
PR20160909	01	9/09/16	KPERS LIFE	01.00.0073	N	28.26	4140263	9/23/2016 E
PR20160909	02	9/09/16	KPERS LIFE	03.00.0073	N	3.79	4140263	9/23/2016 E
PR20160909	03	9/09/16	KPERS LIFE	11.00.0073	N	41.14	4140263	9/23/2016 E
PR20160909	04	9/09/16	KPERS LIFE	12.00.0073	N	12.18	4140263	9/23/2016 E
PR20160909	05	9/09/16	KPERS LIFE	18.00.0073	N	5.22	4140263	9/23/2016 E
PR20160909	06	9/09/16	KPERS LIFE	24.00.0073	N	.81	4140263	9/23/2016 E
PR20160923	01	9/23/16	KPERS	01.00.0065	N	2546.12	4140263	9/23/2016 E
PR20160923	02	9/23/16	KPERS	03.00.0065	N	224.12	4140263	9/23/2016 E
PR20160923	03	9/23/16	KPERS	11.00.0065	N	2947.96	4140263	9/23/2016 E
PR20160923	04	9/23/16	KPERS	12.00.0065	N	2343.00	4140263	9/23/2016 E
PR20160923	05	9/23/16	KPERS	18.00.0065	N	1418.28	4140263	9/23/2016 E
PR20160923	06	9/23/16	KPERS	24.00.0065	N	34.69	4140263	9/23/2016 E

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			111400 KANSAS PUBLIC EMPLOYEES					
PR20160923 07	9/23/16		KPERS LIFE	01.00.0073	N	27.76	4140263	9/23/2016 E
PR20160923 08	9/23/16		KPERS LIFE	03.00.0073	N	3.79	4140263	9/23/2016 E
PR20160923 09	9/23/16		KPERS LIFE	11.00.0073	N	28.09	4140263	9/23/2016 E
PR20160923 10	9/23/16		KPERS LIFE	12.00.0073	N	12.59	4140263	9/23/2016 E
PR20160923 11	9/23/16		KPERS LIFE	18.00.0073	N	5.29	4140263	9/23/2016 E
PR20160923 12	9/23/16		KPERS LIFE	24.00.0073	N	.80	4140263	9/23/2016 E

KANSAS PUBLIC EMPLOYEES						19334.18		
			111600 KANSAS STATE TREASURER					
R116110190 01	9/19/16		SERIES 2014A GO BONDS EL	51.01.6610	N	560000.00	55256	9/19/2016
R116110190 02	9/19/16		SERIES 2014A GO BONDS EL	51.01.6620		61275.00	55256	9/19/2016

KANSAS STATE TREASURER						621275.00		
			110398 KCPL-56 HWY					
802830 01	9/19/16	41520	1646 N. 400*kwh0.0*AUGUS	12.13.2496	N	18.46	55257	9/19/2016
			INV# 802830					
804901 01	9/19/16	41521	1900 HWY 56*kwh0.0*AUGUS	12.13.2496	N	18.83	55257	9/19/2016
			INV# 804901					

KCPL-56 HWY						37.29		
			110800 KDOR-SALES TAX					
AUG2016SLS 01	9/19/16		AUG 2016 SALES TAX	11.00.0085	N	10249.74	4140253	9/19/2016 E
			INV# MMMYYYYSLS					
AUG2016SLS 02	9/19/16		AUG 2016 SALES TAX	12.00.0085		1386.84	4140253	9/19/2016 E
			INV# MMMYYYYSLS					

KDOR-SALES TAX						11636.58		
			110700 KDOR-WITHHOLDING					
PR20160903 01	9/03/16		STATE TAX	01.00.0050	N	1237.84	4140247	9/09/2016 E
PR20160903 02	9/03/16		STATE TAX	02.00.0050	N	51.16	4140247	9/09/2016 E
PR20160903 03	9/03/16		STATE TAX	03.00.0050	N	41.37	4140247	9/09/2016 E
PR20160903 04	9/03/16		STATE TAX	11.00.0050	N	666.25	4140247	9/09/2016 E
PR20160903 05	9/03/16		STATE TAX	12.00.0050	N	490.26	4140247	9/09/2016 E
PR20160903 06	9/03/16		STATE TAX	18.00.0050	N	292.73	4140247	9/09/2016 E
PR20160903 07	9/03/16		STATE TAX	24.00.0050	N	7.45	4140247	9/09/2016 E
PR20160923 01	9/23/16		STATE TAX	01.00.0050	N	1244.26	4140261	9/23/2016 E
PR20160923 02	9/23/16		STATE TAX	02.00.0050	N	58.60	4140261	9/23/2016 E
PR20160923 03	9/23/16		STATE TAX	03.00.0050	N	38.94	4140261	9/23/2016 E
PR20160923 04	9/23/16		STATE TAX	11.00.0050	N	689.64	4140261	9/23/2016 E
PR20160923 05	9/23/16		STATE TAX	12.00.0050	N	495.77	4140261	9/23/2016 E
PR20160923 06	9/23/16		STATE TAX	18.00.0050	N	260.91	4140261	9/23/2016 E
PR20160923 07	9/23/16		STATE TAX	24.00.0050	N	7.54	4140261	9/23/2016 E

KDOR-WITHHOLDING						5582.72		
			112005 KILLOUGH CONSTRUCTION INC					
5TH-56HIGH 01	9/13/16	41504	5TH PMT-56&HIGH-KDOT TO	29.01.2430.0117	N	5446.45	55229	9/13/2016
			INV# 5TH-56HIGH					
216294 01	9/19/16	41523	ASPHALT PATCHING	01.02.3340	N	182.70	55258	9/19/2016

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			INV# 216294						
			KILLOUGH CONSTRUCTION IN				5629.15		
EMP1608	01 9/19/16	41546	112151 KMEA EMP1 OPERATING FUND AUGUST 2016 POWER SUPPLY INV# EMP1608	11.27.2786		N	60244.17	4140254	9/19/2016 E
			KMEA EMP1 OPERATING FUND				60244.17		
GRDA1610	01 10/03/16	41598	112149 KMEA GRDA OPS FUND OCTOBER 2016 POWER SUPPL INV# GRDA1610	11.27.2784		N	70205.83	4140267	10/03/2016 E
			KMEA GRDA OPS FUND				70205.83		
SPA1608	01 9/19/16	41547	112152 KMEA SPA HYDRO PROJECT AUGUST 2016 HYDRO POWER INV# SPA1608	11.27.2788		N	1407.29	4140255	9/19/2016 E
			KMEA SPA HYDRO PROJECT				1407.29		
WAPA1609	01 9/19/16	41548	121155 KMEA WAPA OPS FUND SEPTEMBER 2016 HYDRO POW INV# WAPA1609	11.27.2789		N	5691.21	4140256	9/19/2016 E
			KMEA WAPA OPS FUND				5691.21		
KMGA1608	01 10/03/16	41599	111199 KMGA GAS SUPPLY AUGUST 2016 GAS SUPPLY P INV# KMGA1608	11.24.3540		N	238.56	4140268	10/03/2016 E
			KMGA GAS SUPPLY				238.56		
241526468	01 10/03/16	41603	112210 KONICA MINOLTA BIZHUBCOPIER/PRINTER 8/1 INV# 241526468	01.01.2890		N	158.06	55325	10/03/2016
			KONICA MINOLTA				158.06		
PR20160903	01 9/03/16		111401 KP & F KP&F	01.00.0065		N	5170.55	4140250	9/09/2016 E
PR20160909	01 9/09/16		KP & F LIFE	01.00.0073		N	36.19	4140264	9/23/2016 E
PR20160923	01 9/23/16		KP&F	01.00.0065		N	6175.40	4140264	9/23/2016 E
PR20160923	02 9/23/16		KP & F LIFE	01.00.0073		N	36.17	4140264	9/23/2016 E
			KP & F				11418.31		
S101391701	01 9/19/16	41542	112300 KRIZ-DAVIS METERS INV# S101391701.2	11.25.4235			3.32	55259	9/19/2016
S101398763	01 9/19/16	41542	METERS INV# S101398763.1	11.25.4235			265.88	55259	9/19/2016
S101403602	01 9/19/16	41542	METERS	11.25.4235		N	119.83	55259	9/19/2016

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			INV# S101403602.1						
S101409242 01	10/03/16	41594	PARTS	11.25.4131		N	148.47	55326	10/03/2016
			INV# S101409242.1						
S101409836 01	10/03/16	41594	SUPPLIES	11.25.3800			119.63	55326	10/03/2016
			INV# S101409836.1						
S101413355 01	10/03/16	41594	PARTS	11.25.4131			1702.14	55326	10/03/2016
			INV# S101413355.1						
			KRIZ-DAVIS				2359.27		
			112406 KS ASSOC POLICE CHIEFS						
16DUES_SPR 01	9/19/16	41495	MEMBER DUES - KIM SPRING	01.05.2720		N	30.00	55260	9/19/2016
			KS ASSOC POLICE CHIEFS				30.00		
			120000 LAIRD NOLLER						
6095911.1 01	9/19/16	41524	REPAIRS - 2015 FORD SUPE	12.12.2540		N	60.50	55261	9/19/2016
			INV# 6095911.1						
5069017 01	10/03/16	41570	WHEEL COVER - UNIT 53	01.05.2540			67.72	55327	10/03/2016
			INV# 5069017						
5069083 01	10/03/16	41570	LAMP ASY - UNIT 52-#5069	01.05.2540		N	492.82	55327	10/03/2016
			INV# 5069083						
5069083 02	10/03/16	41570	BB5Z 13404 C-C - #506908	01.05.2540			50.00	55327	10/03/2016
5069083 03	10/03/16	41570	BB5Z 13404 C-C - #506908	01.05.2540			50.00-	55327	10/03/2016
			LAIRD NOLLER				621.04		
			120490 LAWRENCE HOSE						
30668 01	10/03/16	41583	PARTS	01.02.2530			84.72	55328	10/03/2016
			INV# 30668						
30677 01	10/03/16	41583	PARTS	01.02.2530		N	241.63	55328	10/03/2016
			INV# 30677						
			LAWRENCE HOSE				326.35		
			120350 LAWRENCE JOURNAL WORLD						
10581846 01	9/19/16		NOTICE OF VOTE 0805 PUBL	01.01.2330		N	54.84	55262	9/19/2016
			800-578-8748						
10581851 01	9/19/16		2017 BUDGET PUBLICATION	01.01.2330		N	309.00	55262	9/19/2016
			800-578-8748						
10582589 01	9/19/16		VISTA POINTE REZONE PUBL	01.35.2330		N	63.00	55262	9/19/2016
			800-578-8748						
10584065 01	9/19/16		MUNICIPAL COURT CLERK AD	01.07.2200		N	745.00	55262	9/19/2016
			800-578-8748						
10584224 01	10/03/16		ORD 1349-UPOC'S	01.05.2330		N	66.06	55329	10/03/2016
			800-578-8748						
10584227 01	10/03/16		ORD 1350-STO'S	01.05.2330		N	61.98	55329	10/03/2016
			800-578-8748						
10584228 01	10/03/16		ORD 1351-PERSONNEL POLIC	01.01.2330		N	67.08	55329	10/03/2016
			800-578-8748						
10584233 01	10/03/16		ORD 1347-.5% SALES TAX	01.01.2330		N	65.04	55329	10/03/2016
			800-578-8748						
10584235 01	10/03/16		ORD 1352-WHLSLE WA RATE	12.11.2330		N	65.04	55329	10/03/2016
			800-578-8748						

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20538-1016	01 10/03/16	41568	120350 LAWRENCE JOURNAL WORLD PAPER RENEWAL - OCT 2016	01.05.2721		N	90.80	55329	10/03/2016
			LAWRENCE JOURNAL WORLD				1587.84		
147195	01 10/03/16		120400 LAWRENCE MEMORIAL HOSPITA NEWEE-DRUGSCREENING-STRO	11.26.2200		N	25.00	55330	10/03/2016
147195	02 10/03/16		NEWEE-DRUGSCREENING-WRIG	01.03.2200			55.00	55330	10/03/2016
147268	01 10/03/16	41564	HEALTH SCREENING-NEW EMP INV# 147268	01.05.2200		N	340.10	55330	10/03/2016
			LAWRENCE MEMORIAL HOSPIT				420.10		
16-1749	01 9/19/16		120650 LEAGUE OF KS MUNICIPALITI 2016 HARD COPY STO&UPOC-	01.07.2721		N	61.68	55263	9/19/2016
16-1749	02 9/19/16		2016 HARD COPY STO&UPOC-	01.05.2721			323.84	55263	9/19/2016
16-1749	03 9/19/16		\$25 CR-INV#16-2220-COURT	01.35.2140			25.00-	55263	9/19/2016
16-1749	04 9/19/16		\$25 CR-INV#16-2228-RODDE	01.01.2140			25.00-	55263	9/19/2016
16-2469	01 9/19/16		MUNICIPAL COURT CLERK AD	01.07.2200		N	100.00	55263	9/19/2016
			LEAGUE OF KS MUNICIPALIT				435.52		
9172016	01 10/03/16	41584	120700 LOBER ENTERPRISES LLC SEPTEMBER 2016 CLEANING INV# 9172016	01.02.2521		N	70.00	55331	10/03/2016
9172016	02 10/03/16	41584	SEPTEMBER 2016 CLEANING	01.35.2521			87.50	55331	10/03/2016
9172016	03 10/03/16	41584	SEPTEMBER 2016 CLEANING	11.26.2521			35.00	55331	10/03/2016
9172016	04 10/03/16	41584	SEPTEMBER 2016 CLEANING	12.11.2521			122.50	55331	10/03/2016
9172016	05 10/03/16	41584	SEPTEMBER 2016 CLEANING	18.21.2521			35.00	55331	10/03/2016
			LOBER ENTERPRISES LLC				350.00		
51149	01 10/03/16	41585	40011 MAC TOOLS TOOLS INV# 51149	01.02.3355		M	50.00	55332	10/03/2016
51370	01 10/03/16	41585	TOOLS INV# 51370	01.02.3355		M	18.00	55332	10/03/2016
			MAC TOOLS				68.00		
14396715	01 10/03/16	41586	130146 MARLIN BUSINESS BANK IMAGERUNNER RENTAL SEPT INV# 14396715	01.01.2890		N	17.10	55333	10/03/2016
14396715	02 10/03/16	41586	IMAGERUNNER RENTAL SEPT	01.02.2890			21.76	55333	10/03/2016
14396715	03 10/03/16	41586	IMAGERUNNER RENTAL SEPT	01.04.2890			19.36	55333	10/03/2016
14396715	04 10/03/16	41586	IMAGERUNNER RENTAL SEPT	01.10.2890			14.77	55333	10/03/2016
14396715	05 10/03/16	41586	IMAGERUNNER RENTAL SEPT	01.35.2890			29.55	55333	10/03/2016
14396715	06 10/03/16	41586	IMAGERUNNER RENTAL SEPT	11.25.2890			19.60	55333	10/03/2016
14396715	07 10/03/16	41586	IMAGERUNNER RENTAL SEPT	11.26.2890			40.63	55333	10/03/2016
14396715	08 10/03/16	41586	IMAGERUNNER RENTAL SEPT	12.11.2890			40.78	55333	10/03/2016
			MARLIN BUSINESS BANK				203.55		

			40228 MATCO TOOLS						

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			40228 MATCO TOOLS						
65735	01	9/19/16 41525	TOOLS	01.02.3355		M	196.30	55264	9/19/2016
			INV# 65735						
65954	01	9/19/16 41525	TOOLS	01.02.3355		M	25.31	55264	9/19/2016
			INV# 65954						
66264	01	10/03/16 41587	TOOLS	01.02.3355		M	971.86	55334	10/03/2016
			INV# 66264						
66265	01	10/03/16 41600	TOOLS	11.24.3355		M	422.77	55334	10/03/2016
			INV# 66265						
			MATCO TOOLS				1616.24		

			130350 METLIFE						
PR20160909 01	9/09/16		VISION INS	01.00.0077		N	103.34	1039488	9/23/2016
PR20160909 02	9/09/16		VISION INS	03.00.0077		N	6.61	1039488	9/23/2016
PR20160909 03	9/09/16		VISION INS	11.00.0077		N	54.97	1039488	9/23/2016
PR20160909 04	9/09/16		VISION INS	12.00.0077		N	38.52	1039488	9/23/2016
PR20160909 05	9/09/16		VISION INS	18.00.0077		N	28.90	1039488	9/23/2016
PR20160909 06	9/09/16		VISION INS	24.00.0077		N	.77	1039488	9/23/2016
PR20160923 01	9/23/16		VISION INS	01.00.0077		N	120.82	1039488	9/23/2016
PR20160923 02	9/23/16		VISION INS	03.00.0077		N	6.65	1039488	9/23/2016
PR20160923 03	9/23/16		VISION INS	11.00.0077		N	62.11	1039488	9/23/2016
PR20160923 04	9/23/16		VISION INS	12.00.0077		N	40.14	1039488	9/23/2016
PR20160923 05	9/23/16		VISION INS	18.00.0077		N	29.38	1039488	9/23/2016
PR20160923 06	9/23/16		VISION INS	24.00.0077		N	.78	1039488	9/23/2016
			METLIFE				492.99		

			300091 MIKE UNDERWOOD						
MLGE100316 01	10/03/16 41572		MILEAGE - TRAINING-UNDER	01.05.2160		N	49.68	55335	10/03/2016
			MIKE UNDERWOOD				49.68		

			90565 MITEL LEASING INC						
1391336	01	10/03/16 41588	OCTOBER 2016 PHONE LEASE	01.01.2505		N	116.05	55336	10/03/2016
			INV# 1391336						
1391336	02	10/03/16 41588	OCTOBER 2016 PHONE LEASE	11.26.2505			194.91	55336	10/03/2016
1391336	03	10/03/16 41588	OCTOBER 2016 PHONE LEASE	12.11.2505			194.91	55336	10/03/2016
			MITEL LEASING INC				505.87		

			139985 MYITG SERVICES, LLC						
235	01	9/19/16	MANAGEMENT AGENT SOFTWARE	01.10.4010		M	36.40	55266	9/19/2016
235	02	9/19/16	MANAGEMENT AGENT SOFTWARE	11.26.4010		M	51.80	55266	9/19/2016
235	03	9/19/16	MANAGEMENT AGENT SOFTWARE	12.11.4010		M	29.40	55266	9/19/2016
235	04	9/19/16	MANAGEMENT AGENT SOFTWARE	18.21.4010		M	22.40	55266	9/19/2016
247	01	9/19/16	AUG 2016 IT SVC/SUPT-BC	11.26.4012		M	85.00	55266	9/19/2016
247	02	9/19/16	AUG 2016 IT HARDWARE-BC	11.26.4011		M	194.84	55266	9/19/2016
248	01	9/19/16	AUG 2016 IT SVC/SUPT-BC	01.10.4012		M	68.00	55266	9/19/2016
248	02	9/19/16	AUG 2016 IT HARDWARE-BC	01.10.4011		M	154.97	55266	9/19/2016
249	01	9/19/16	AUG 2016 IT SVC/SUPT-GEN	01.10.4012		M	267.50	55266	9/19/2016
250	01	9/19/16	AUG 2016 IT SVC/SUPT-BC	01.10.4012		M	170.00	55266	9/19/2016
251	01	9/19/16	AUG 2016 IT SVC/SUPT-BC	01.10.4012		M	100.58	55266	9/19/2016
251	02	9/19/16	AUG 2016 IT SVC/SUPT-AMA	11.26.4012		M	17.00	55266	9/19/2016

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			139985 MYITG SERVICES, LLC						
251	03	9/19/16	AUG 2016 IT HRDWRE-AMAND	11.26.4011	M		26.50	55266	9/19/2016
251	04	9/19/16	AUG 2016 IT HRDWRE-AMAND	12.11.4011	M		26.49	55266	9/19/2016
256	01	9/19/16	AUG 2016 IT HDWRE-EL DVR	11.26.4011	M		4636.33	55266	9/19/2016

							5887.21		

			140006 NAPA AUTO PARTS-OTTAWA						
801822	01	9/19/16	41526 ACCT# 5108 INV# 801822	01.02.3355	N		54.24	55268	9/19/2016
			TICKET# 137338						
801822	02	9/19/16	41526 TICKET# 137340	01.02.3355			41.32	55268	9/19/2016
801822	03	9/19/16	41526 TICKET# 137463	01.02.3800			7.99	55268	9/19/2016
801822	04	9/19/16	41526 TICKET# 137685	01.02.3355			39.99	55268	9/19/2016
801822	05	9/19/16	41526 TICKET# 137724	01.02.3800			26.54	55268	9/19/2016
801822	06	9/19/16	41526 TICKET# 137727	01.02.2530			12.16	55268	9/19/2016
801822	07	9/19/16	41526 TICKET# 138733	01.02.2530			53.07	55268	9/19/2016
801822	08	9/19/16	41526 TICKET# 138879	01.02.2530			31.96	55268	9/19/2016
801822	09	9/19/16	41526 TICKET# 138979	01.02.2530			9.38	55268	9/19/2016
801822	10	9/19/16	41526 TICKET# 139180	11.24.2530			99.99	55268	9/19/2016
801822	11	9/19/16	41526 TICKET# 139355	01.02.3800			91.92	55268	9/19/2016
801822	12	9/19/16	41526 TICKET# 139356	01.02.2530			44.97	55268	9/19/2016
801822	13	9/19/16	41526 TICKET# 139399	01.02.2530			49.99	55268	9/19/2016
801822	14	9/19/16	41526 TICKET# 139405	01.02.3355			35.96	55268	9/19/2016
801822	15	9/19/16	41526 TICKET# 139406	01.02.3355			57.97	55268	9/19/2016
801822	16	9/19/16	41526 TICKET# 137309 (NO TICKE	01.02.2530			3.99	55268	9/19/2016
801822	17	9/19/16	41526 TICKET# 138137 (NO TICKE	01.02.2530			115.44	55268	9/19/2016
801822	18	9/19/16	41526 INV#139017	11.24.2530			20.98-	55268	9/19/2016

							755.90		

			140200 NATIONAL SIGN COMPANY						
180308	01	10/03/16	41589 SIGNS	01.02.4330	N		498.00	55337	10/03/2016
			INV# 180308						

							498.00		

			140480 NEWLINE HOSTING, LLC						
53	01	9/19/16	WEBSITE HOSTING:9/8/16-9	01.10.4012	M		120.00	55269	9/19/2016
53	02	9/19/16	WEBSITE HOSTING:9/8/16-9	11.26.4012	M		180.00	55269	9/19/2016
53	03	9/19/16	WEBSITE HOSTING:9/8/16-9	12.11.4012	M		180.00	55269	9/19/2016
53	04	9/19/16	WEBSITE HOSTING:9/8/16-9	18.21.4012	M		90.00	55269	9/19/2016
53	05	9/19/16	WEBSITE HOSTING:9/8/16-9	24.01.4012	M		30.00	55269	9/19/2016

							600.00		

			140740 NUESYNERGY, INC.						
N11814	01	9/19/16	AUG 2016 HRA&CAFETERIA A	01.02.1160	N		16.80	55270	9/19/2016
			INV# N#####						
N11814	02	9/19/16	AUG 2016 HRA&CAFETERIA A	01.05.1160			55.44	55270	9/19/2016
			INV# N#####						
N11814	03	9/19/16	AUG 2016 HRA&CAFETERIA A	11.25.1160			30.24	55270	9/19/2016
			INV# N#####						
N11814	04	9/19/16	AUG 2016 HRA&CAFETERIA A	12.11.1160			38.64	55270	9/19/2016
			INV# N#####						

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N11814	05 9/19/16		140740 NUESYNERGY, INC. AUG 2016 HRA&CAFETERIA A INV# N#####	18.21.1160			26.88	55270	9/19/2016
			NUESYNERGY, INC.				168.00		
113994.0	01 9/19/16	41527	150056 OLATHE WINWATER WORKS METERS - SETTERS INV# 113994.0	12.12.4235	N		1783.20	55271	9/19/2016
114670.0	01 10/03/16	41590	CLAMPS INV# 114670.0	12.12.3800	N		465.04	55338	10/03/2016
			OLATHE WINWATER WORKS				2248.24		
1660011884	01 10/03/16	41591	160009 PACE ANALYTICAL SERVICES, TESTS - MONTHLY INV# 1660011884	18.22.2202	N		294.00	55339	10/03/2016
			PACE ANALYTICAL SERVICES				294.00		
0919PETTYA	01 9/19/16		160055 PETTY CASH CHAMBER LUNCH-GLENN, LAUR	01.01.2170	N		21.00	55272	9/19/2016
1003PETTYA	01 10/03/16		3 ROTARY LUNCHESES-9/21/16	01.01.2170	N		24.00	55340	10/03/2016
1003PETTYA	02 10/03/16		COURNTRY GIRL SWEETS-BDA	01.01.2170			35.00	55340	10/03/2016
1003PETTYA	03 10/03/16		STOP PAY:BOND ACCT CHECK	01.01.7999			25.00	55340	10/03/2016
1003PETTYB	01 10/03/16		DOLLAR GEN:B-DAY GLENN-S	01.01.2170	N		13.47	55340	10/03/2016
			PETTY CASH				118.47		
3301335835	01 9/19/16	41538	160249 PITNEY BOWES LEASE JULY-SEPT 2016 LEASE INV# 3301335835	01.01.2150	N		135.00	55273	9/19/2016
			PITNEY BOWES LEASE				135.00		
74071921	01 9/19/16	41528	515 PRAXAIR-0365 WELDING SUPPLIES INV# 74071921	01.02.3320	N		126.87	55274	9/19/2016
			PRAXAIR-0365				126.87		
74229700	01 9/19/16	41549	3133 PRAXAIR-2920 SUPPLIES INV# 74229700	11.24.3800	N		33.99	55275	9/19/2016
			PRAXAIR-2920				33.99		
513817	01 9/19/16	41529	160468 PROFESSIONAL ENGRG CONSUL ENGINEERINGS SRV-BC WATE INV# 513817 PROJ#15A63-	41.13.4999.1212	N		11355.00	55276	9/19/2016
			PROFESSIONAL ENGRG CONSU				11355.00		
			160471 PROFORMA						

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OB91019636	01	9/19/16	160471 PROFORMA BLUE A/P CHECKS-QTY 4000	01.01.3110		N	414.25	55277	9/19/2016
			PROFORMA				414.25		

8437259	01	9/19/16	170023 QUILL CORPORATION OFFICE SUPPLIES INV# 8437259	01.02.3110		N	5.49	55279	9/19/2016
8437259	02	9/19/16	OFFICE SUPPLIES	01.35.3110			31.99	55279	9/19/2016
8437259	03	9/19/16	OFFICE SUPPLIES	11.24.3110			5.99	55279	9/19/2016
8437259	04	9/19/16	OFFICE SUPPLIES	11.25.3110			29.49	55279	9/19/2016
8437259	05	9/19/16	OFFICE SUPPLIES	12.11.3110			29.99	55279	9/19/2016
8437259	06	9/19/16	OFFICE SUPPLIES	18.21.3110			29.99	55279	9/19/2016
8446704	01	9/19/16	OFFICE SUPPLIES INV# 8446704	01.02.3110		N	8.99	55279	9/19/2016
8464167	01	9/19/16	OFFICE SUPPLIES INV# 8464167	11.25.3110		N	20.98	55279	9/19/2016
8497334	01	9/19/16	OFFICE SUPPLIES INV# 8497334	11.25.3110		N	19.98	55279	9/19/2016
8639293	01	9/19/16	OFFICE SUPPLIES INV# 8639293	11.25.3110		N	166.46	55279	9/19/2016
8644889	11	9/19/16	OFFICE SUPPLIES INV# 8644889	01.02.3110			11.25	55279	9/19/2016
8644889	12	9/19/16	OFFICE SUPPLIES	01.35.3110			11.25	55279	9/19/2016
8644889	13	9/19/16	OFFICE SUPPLIES	11.26.3110			11.25	55279	9/19/2016
8644889	14	9/19/16	OFFICE SUPPLIES	18.21.3110			11.24	55279	9/19/2016
8929724	01	9/19/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	243.32	55279	9/19/2016
8955338	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	182.09	55341	10/03/2016
8969676	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	169.98	55341	10/03/2016
9011148	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	46.47	55341	10/03/2016
9011178	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	44.96	55341	10/03/2016
9093225	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	18.44	55341	10/03/2016
9094361	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	284.99	55341	10/03/2016
9132622	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	34.48	55341	10/03/2016
9132729	01	10/03/16	OFFICE SUPPLIES INV# 9132729	01.05.3110		N	217.55	55341	10/03/2016
9193075	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	24.69	55341	10/03/2016
9298734	01	10/03/16	OFFICE SUPPLIES-CITY HAL	01.01.3110		N	66.42	55341	10/03/2016
			QUILL CORPORATION				1727.73		

4869227	01	9/19/16	180450 REEVES-WIEDEMAN COMPANY REPAIRS INV# 4869227	01.06.2530		N	116.39	55280	9/19/2016
			REEVES-WIEDEMAN COMPANY				116.39		

MLGE091916	01	9/19/16	180545 RODDEN, GLENN RT TRANS-LKM PLNG&ZONING	01.01.2160		N	108.00	55281	9/19/2016
			RODDEN, GLENN				108.00		

AUG2016	01	9/19/16	180790 ROYAL CLEANERS DRY CLEANING - AUG,2016	01.05.3630		M	36.24	55282	9/19/2016

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INV# AUG2016									

ROYAL CLEANERS							36.24		
234368	01	9/19/16	41532	180795	ROYAL METAL IND. INC. REPAIRS INV# 234368	01.06.2530	N	217.00	55283 9/19/2016

ROYAL METAL IND. INC.							217.00		
170326	01	10/03/16	41592	180899	RUESCHOFF COMMUNICATIONS ANSWERING SERVICE AUGUST INV# 170326	11.26.2999	N	88.50	55342 10/03/2016
170326	02	10/03/16	41592		ANSWERING SERVICE AUGUST	12.11.2999		88.50	55342 10/03/2016

RUESCHOFF COMMUNICATIONS							177.00		

PR20160903	01	9/03/16		190550	SB-RETIREMENT SB - 457B PLAN	01.00.0070	N	749.94	1039483 9/09/2016
PR20160903	02	9/03/16			SB - 457B PLAN	03.00.0070	N	52.04	1039483 9/09/2016
PR20160903	03	9/03/16			SB - 457B PLAN	11.00.0070	N	645.70	1039483 9/09/2016
PR20160903	04	9/03/16			SB - 457B PLAN	12.00.0070	N	735.10	1039483 9/09/2016
PR20160903	05	9/03/16			SB - 457B PLAN	18.00.0070	N	304.13	1039483 9/09/2016
PR20160903	06	9/03/16			SB - 457B PLAN	24.00.0070	N	8.86	1039483 9/09/2016
PR20160903	07	9/03/16			ROTH IRA-SB	01.00.0075	N	51.99	1039483 9/09/2016
PR20160903	08	9/03/16			ROTH IRA-SB	11.00.0075	N	53.39	1039483 9/09/2016
PR20160903	09	9/03/16			401A PENSION	01.00.0070	N	550.75	1039483 9/09/2016
PR20160903	10	9/03/16			401A PENSION	03.00.0070	N	52.04	1039483 9/09/2016
PR20160903	11	9/03/16			401A PENSION	11.00.0070	N	550.51	1039483 9/09/2016
PR20160903	12	9/03/16			401A PENSION	12.00.0070	N	372.22	1039483 9/09/2016
PR20160903	13	9/03/16			401A PENSION	18.00.0070	N	170.26	1039483 9/09/2016
PR20160903	14	9/03/16			401A PENSION	24.00.0070	N	8.86	1039483 9/09/2016
PR20160903	15	9/03/16			SEC BEN LOAN PMT	01.00.0080	N	3.08	1039483 9/09/2016
PR20160903	16	9/03/16			SEC BEN LOAN PMT	11.00.0080	N	24.10	1039483 9/09/2016
PR20160903	17	9/03/16			SEC BEN LOAN PMT	12.00.0080	N	21.42	1039483 9/09/2016
PR20160903	18	9/03/16			SEC BEN LOAN PMT	18.00.0080	N	5.36	1039483 9/09/2016
PR20160903	19	9/03/16			SEC BEN LOAN PMT	24.00.0080	N	2.67	1039483 9/09/2016
PR20160923	01	9/23/16			SB - 457B PLAN	01.00.0070	N	750.91	1039490 9/23/2016
PR20160923	02	9/23/16			SB - 457B PLAN	03.00.0070	N	49.05	1039490 9/23/2016
PR20160923	03	9/23/16			SB - 457B PLAN	11.00.0070	N	665.32	1039490 9/23/2016
PR20160923	04	9/23/16			SB - 457B PLAN	12.00.0070	N	731.56	1039490 9/23/2016
PR20160923	05	9/23/16			SB - 457B PLAN	18.00.0070	N	316.74	1039490 9/23/2016
PR20160923	06	9/23/16			SB - 457B PLAN	24.00.0070	N	9.13	1039490 9/23/2016
PR20160923	07	9/23/16			ROTH IRA-SB	01.00.0075	N	50.00	1039490 9/23/2016
PR20160923	08	9/23/16			ROTH IRA-SB	11.00.0075	N	55.38	1039490 9/23/2016
PR20160923	09	9/23/16			401A PENSION	01.00.0070	N	544.51	1039490 9/23/2016
PR20160923	10	9/23/16			401A PENSION	03.00.0070	N	49.05	1039490 9/23/2016
PR20160923	11	9/23/16			401A PENSION	11.00.0070	N	567.46	1039490 9/23/2016
PR20160923	12	9/23/16			401A PENSION	12.00.0070	N	376.85	1039490 9/23/2016
PR20160923	13	9/23/16			401A PENSION	18.00.0070	N	178.84	1039490 9/23/2016
PR20160923	14	9/23/16			401A PENSION	24.00.0070	N	9.13	1039490 9/23/2016
PR20160923	15	9/23/16			SEC BEN LOAN PMT	11.00.0080	N	25.49	1039490 9/23/2016
PR20160923	16	9/23/16			SEC BEN LOAN PMT	12.00.0080	N	22.65	1039490 9/23/2016
PR20160923	17	9/23/16			SEC BEN LOAN PMT	18.00.0080	N	5.66	1039490 9/23/2016

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PR20160923 18	9/23/16		190550 SB-RETIREMENT SEC BEN LOAN PMT	24.00.0080		N	2.83	1039490	9/23/2016
			SB-RETIREMENT				8772.98		
090716BCPD 01	9/19/16	41553	190425 SCHWARZ PEST CONTROL PEST CONTROL - FALL SERV	01.05.2850		N	81.57	55284	9/19/2016
			SCHWARZ PEST CONTROL				81.57		
MLGE091916 01	9/19/16		190761 SMITH, BRAD MLGE REIMB TO SPRINGHILL	01.01.2160		N	23.11	55285	9/19/2016
			SMITH, BRAD				23.11		
4126799.1 01	9/19/16	41543	191450 STANION WHOLESALE ELECTRI PARTS	11.25.4131		N	112.23	55286	9/19/2016
			INV# 4126799.1						
4149798.0 01	9/19/16	41543	SUPPLIES	11.25.3800			220.22	55286	9/19/2016
			INV# 4149798.0						
			STANION WHOLESALE ELECTR				332.45		
154564 01	9/19/16		191740 STEVENS & BRAND, L.L.P. BALDWIN CITY MATTERS-#15	01.35.2851		M	344.39	55287	9/19/2016
154571 01	9/19/16		BALDWIN CITY MATTERS-#15	01.01.2851		M	1335.00	55287	9/19/2016
154573 01	9/19/16		BALDWIN CITY MATTERS-#15	01.01.2851		M	45.00	55287	9/19/2016
154590 01	9/19/16		BALDWIN CITY MATTERS-#15	01.07.2851		M	225.00	55287	9/19/2016
154409 01	10/03/16		BALDWIN CITY MATTERS-#15	01.07.2851		M	1678.34	55343	10/03/2016
			STEVENS & BRAND, L.L.P.				3627.73		
S244467 01	9/19/16		200075 TAPCO PRODUCTS CO 08/02/16 MAT SVC-CITY HA	01.01.2999		N	23.55	55288	9/19/2016
S244467 02	9/19/16		08/16/16 MAT SVC-CITY HA	01.01.2999			23.55	55288	9/19/2016
S244467 03	9/19/16		08/02/16 MAT SVC-POLICE	01.05.2209			12.28	55288	9/19/2016
S244467 04	9/19/16		08/16/16 MAT SVC-POLICE	01.05.2209			12.28	55288	9/19/2016
S244467 05	9/19/16		08/30/16 MAT SVC-CITY HA	01.01.2999			23.55	55288	9/19/2016
S244467 06	9/19/16		08/30/16 MAT SVC-POLICE	01.05.2209			12.28	55288	9/19/2016
			TAPCO PRODUCTS CO				107.49		
10426 01	10/03/16	41563	2002000 THE GUN GUYS GLOCK 22 GEN4	01.05.4810		N	1020.00	55344	10/03/2016
			INV# 10426						
			THE GUN GUYS				1020.00		
3427260 01	9/19/16	41496	300444 U.S. AUTOFORCE TIRES - UNIT 54	01.05.3350		N	215.54	55289	9/19/2016
			INV# 3427260						
			U.S. AUTOFORCE				215.54		

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			30027 UMB-CARD SERVICES						
803817	01	9/19/16 41550	PURCHASES - MENARDS INV# 803817	11.24	2520	N	32.39	55293	9/19/2016
803817	02	9/19/16 41550	PURCHASES - MESCO CORP	11.24	2530		330.00	55293	9/19/2016
810821	01	9/19/16 41533	PURCHASES - ORSCHELN INV# 810821	01.03	3800	N	149.96	55293	9/19/2016
810821	02	9/19/16 41533	PURCHASES - ROCK CHALK C	12.12	3800		10.00	55293	9/19/2016
810821	03	9/19/16 41533	PURCHASES - SHELL OIL CO	18.22	3530		52.19	55293	9/19/2016
825826	01	9/19/16 41558	PURCHASES-BALDWIN CITY M INV# 825826	01.04	3800	N	16.26	55293	9/19/2016
825901	01	9/19/16 41544	PURCHASES - NAPA AUTO INV# 825901	11.25	3800	N	595.16	55293	9/19/2016
BE09160152	01	9/19/16 41556	OFFICE SUPPLIES	01.05	3110	N	2.16	55293	9/19/2016
BL09160152	01	9/19/16 41554	KTA-TOLL 8/08 - LARUE-TR	01.05	2160	N	1.00	55293	9/19/2016
BL09160152	02	9/19/16 41554	KTA-TOLL 8/08 - LARUE-TR	01.05	2160		1.25	55293	9/19/2016
BL09160152	03	9/19/16 41554	KTA-TOLL 8/09 - LARUE-TR	01.05	2160		1.00	55293	9/19/2016
BL09160152	04	9/19/16 41554	MEALS/ LARUE-TRAINING 8/	01.05	2170		17.71	55293	9/19/2016
BL09160152	05	9/19/16 41554	MEALS/ LARUE-TRAINING 8/	01.05	2170		10.00	55293	9/19/2016
BL09160152	06	9/19/16 41554	MEALS/ LARUE-TRAINING 8/	01.05	2170		22.72	55293	9/19/2016
BL09160152	07	9/19/16 41554	KTA-TOLL 8/10 - LARUE-TR	01.05	2160		1.00	55293	9/19/2016
BL09160152	08	9/19/16 41554	KTA-TOLL 8/11 LARUE-TRAI	01.05	2160		1.00	55293	9/19/2016
BL09160152	09	9/19/16 41554	MEALS/ LARUE-TRAINING 8/	01.05	2170		21.56	55293	9/19/2016
BS09160152	01	9/19/16	MO MICROSOFT OFFICE 365	01.10	4010	N	56.00	55293	9/19/2016
BS09160152	02	9/19/16	MO MICROSOFT OFFICE 365	11.26	4010		84.00	55293	9/19/2016
BS09160152	03	9/19/16	MO MICROSOFT OFFICE 365	12.11	4010		84.00	55293	9/19/2016
BS09160152	04	9/19/16	MO MICROSOFT OFFICE 365	18.21	4010		42.00	55293	9/19/2016
BS09160152	05	9/19/16	MO MICROSOFT OFFICE 365	24.01	4010		14.00	55293	9/19/2016
BS09160152	06	9/19/16	PIZZA HUT-AUG CITY HALL	01.01	2170		53.24	55293	9/19/2016
BS09160152	07	9/19/16	HOULIHAN'S 169-LUNCH AFT	01.01	2170		41.71	55293	9/19/2016
BS09160152	08	9/19/16	PANDORA INTERNET RADIO	01.01	7999		3.99	55293	9/19/2016
BS09160152	09	9/19/16	WALMART-TOASTER OVEN-CIT	01.01	3110		34.94	55293	9/19/2016
BS09160152	10	9/19/16	WALMART-OFFICE SUPPLIES	01.01	3110		36.01	55293	9/19/2016
BS09160152	11	9/19/16	BALDWIN CITY MKT-BEVERAG	01.01	3110		13.45	55293	9/19/2016
BS09160152	12	9/19/16	CITY OF BALDWIN CITY-OFF	01.01	3110		2.00	55293	9/19/2016
BS09160152	13	9/19/16	ICMA ANNUAL CONFERENCE	01.01	2140		220.00	55293	9/19/2016
BS09160152	14	9/19/16	ICMA MEMBERSHIP-BRADFORD	01.01	2720		200.00	55293	9/19/2016
EC09160152	01	9/19/16	RODROCK CHIRO-IN ERROR-R	01.35	1160	N	320.00	55293	9/19/2016
EC09160152	02	9/19/16	2016 KS PLANNING CONF-CO	01.01	2140		225.00	55293	9/19/2016
EC09160152	03	9/19/16	BALDWIN CITY MKT-DRINKS/	01.01	3110		18.83	55293	9/19/2016
EC09160152	04	9/19/16	BALDWIN CITY MKT-DRINKS/	01.01	3110		56.87	55293	9/19/2016
GN09160152	01	9/19/16 41557	KTA - TOLL	01.05	2160	N	12.22	55293	9/19/2016
GN09160152	02	9/19/16 41557	CAR WASH	01.05	3310		7.00	55293	9/19/2016
GN09160152	03	9/19/16 41557	REFRIGERATOR REPAIR	01.05	7999		216.34	55293	9/19/2016
GN09160152	04	9/19/16 41557	FUEL	01.05	3530		22.00	55293	9/19/2016
GN09160152	05	9/19/16 41557	CAR WASH	01.05	3310		10.00	55293	9/19/2016
GN09160152	06	9/19/16 41557	MOTEL/LODGING	01.05	2170		110.97	55293	9/19/2016
GN09160152	07	9/19/16 41557	FUEL	01.05	3530		30.61	55293	9/19/2016
GN09160152	08	9/19/16 41557	HOTEL/LODGING	01.05	2170		265.29	55293	9/19/2016
GN09160152	09	9/19/16 41557	CAR WASH	01.05	3310		9.00	55293	9/19/2016
GN09160152	10	9/19/16 41557	FUEL	01.05	3530		30.22	55293	9/19/2016
KJ09160152	01	9/19/16 41555	OFFICE SUPPLIES	01.05	3110	N	54.51	55293	9/19/2016
KJ09160152	02	9/19/16 41555	PUBLIC RELATIONS	01.05	3900		80.00	55293	9/19/2016
KJ09160152	03	9/19/16 41555	MEALS	01.05	2170		34.84	55293	9/19/2016
LH09160152	01	9/19/16	HYVEE-DEPT HEAD MTG TREA	01.01	2170	N	34.46	55293	9/19/2016

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			30027 UMB-CARD SERVICES					
LH09160152 02	9/19/16		DAYLIGHT ESPRESSO-STAFFM	01.01.2170		10.90	55293	9/19/2016
LH09160152 03	9/19/16		IKEA-OFFICE TABLE-L.HART	01.01.4110		189.00	55293	9/19/2016
LH09160152 04	9/19/16		WALMART-OFFICE SUPPLIES	01.01.3110		63.70	55293	9/19/2016

			UMB-CARD SERVICES			3952.46		
			300228 UNITED FINCL CASUALTY CO					
03926948-0 01	10/03/16		9/19/16-9/19/17 EL DISTR	11.25.2410	N	3459.00	4140265	10/03/2016 E

			UNITED FINCL CASUALTY CO			3459.00		
			300300 UNITED WAY OF DOUGLAS COU					
PR20160909 01	9/09/16		VOL.WTHLD UNWAY	01.00.0080	N	18.37	1039491	9/23/2016
PR20160909 02	9/09/16		VOL.WTHLD UNWAY	03.00.0080	N	.38	1039491	9/23/2016
PR20160909 03	9/09/16		VOL.WTHLD UNWAY	11.00.0080	N	21.00	1039491	9/23/2016
PR20160909 04	9/09/16		VOL.WTHLD UNWAY	12.00.0080	N	10.35	1039491	9/23/2016
PR20160909 05	9/09/16		VOL.WTHLD UNWAY	18.00.0080	N	7.56	1039491	9/23/2016
PR20160909 06	9/09/16		VOL.WTHLD UNWAY	24.00.0080	N	.89	1039491	9/23/2016
PR20160923 01	9/23/16		VOL.WTHLD UNWAY	01.00.0080	N	17.87	1039491	9/23/2016
PR20160923 02	9/23/16		VOL.WTHLD UNWAY	03.00.0080	N	.40	1039491	9/23/2016
PR20160923 03	9/23/16		VOL.WTHLD UNWAY	11.00.0080	N	21.21	1039491	9/23/2016
PR20160923 04	9/23/16		VOL.WTHLD UNWAY	12.00.0080	N	10.54	1039491	9/23/2016
PR20160923 05	9/23/16		VOL.WTHLD UNWAY	18.00.0080	N	7.61	1039491	9/23/2016
PR20160923 06	9/23/16		VOL.WTHLD UNWAY	24.00.0080	N	.92	1039491	9/23/2016

			UNITED WAY OF DOUGLAS CO			117.10		
			400037 UNUM LIFE INSURANCE COMPA					
OCT2016STD 01	9/19/16		OCT 2016 SHORT TERM DISA	01.01.1165	N	5.40	55294	9/19/2016
OCT2016STD 02	9/19/16		OCT 2016 SHORT TERM DISA	01.02.1165		20.25	55294	9/19/2016
OCT2016STD 03	9/19/16		OCT 2016 SHORT TERM DISA	01.03.1165		17.55	55294	9/19/2016
OCT2016STD 04	9/19/16		OCT 2016 SHORT TERM DISA	01.05.1165		64.67	55294	9/19/2016
OCT2016STD 05	9/19/16		OCT 2016 SHORT TERM DISA	01.35.1165		17.01	55294	9/19/2016
OCT2016STD 06	9/19/16		OCT 2016 SHORT TERM DISA	11.24.1165		19.44	55294	9/19/2016
OCT2016STD 07	9/19/16		OCT 2016 SHORT TERM DISA	11.25.1165		35.91	55294	9/19/2016
OCT2016STD 08	9/19/16		OCT 2016 SHORT TERM DISA	11.26.1165		14.58	55294	9/19/2016
OCT2016STD 09	9/19/16		OCT 2016 SHORT TERM DISA	12.11.1165		44.82	55294	9/19/2016
OCT2016STD 10	9/19/16		OCT 2016 SHORT TERM DISA	18.21.1165		29.70	55294	9/19/2016
OCT2016STD 11	9/19/16		OCT 2016 SHORT TERM DISA	24.01.1165		.67	55294	9/19/2016

			UNUM LIFE INSURANCE COMP			270.00		
			30050 VERIZON WIRELESS					
9770915904 01	9/19/16	41534	ACCT# 742095995 SEPTEMBE	01.05.2500	N	240.06	55230	9/19/2016
			INV# 9770915904					
9770966396 01	9/19/16	41535	ACCT# 286206084 SEPT 20	01.02.2500	N	21.54	55295	9/19/2016
			INV# 9770966396					
9770966396 02	9/19/16	41535	ACCT# 286206084 SEPT 20	01.05.2500		527.57	55295	9/19/2016
9770966396 03	9/19/16	41535	ACCT# 286206084 SEPT 20	01.35.2500		51.95	55295	9/19/2016
9770966396 04	9/19/16	41535	ACCT# 286206084 SEPT 20	11.24.2500		64.52	55295	9/19/2016
9770966396 05	9/19/16	41535	ACCT# 286206084 SEPT 20	11.25.2500		58.24	55295	9/19/2016
9770966396 06	9/19/16	41535	ACCT# 286206084 SEPT 20	12.11.2500		47.52	55295	9/19/2016
9770966396 07	9/19/16	41535	ACCT# 286206084 SEPT 20	18.21.2500		47.04	55295	9/19/2016

INVOICE NO/LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
				CD	GL ACCOUNT				

			30050	VERIZON WIRELESS					
				VERIZON WIRELESS			1058.44		
			112250	WESTAR ENERGY					
728829	01	9/19/16 41537	4380	OCONNELRD*kwh3*AUGU INV# 728829	12.13.2496	N	35.25	4140258	9/19/2016 E
803901	01	9/19/16 41536	906	E 1600RD*kwh129*AUGU INV# 803901	12.13.2496	N	3229.98	4140257	9/19/2016 E
				WESTAR ENERGY			3265.23		
			500850	WESTERN EXTRALITE COMPANY					
S5462836.1	01	10/03/16 41593		PARTS INV# S5462836.1	18.22.2530	N	19.40	55345	10/03/2016
				WESTERN EXTRALITE COMPAN			19.40		
			151000	WILSON LOCKSMITHING & SEC					
0615	01	9/19/16		REKEY NEW SECURITY DOORS	01.01.4999	N	72.68	55296	9/19/2016
0615	02	9/19/16		REKEY NEW SECURITY DOORS	11.26.4999		72.68	55296	9/19/2016
0615	03	9/19/16		REKEY NEW SECURITY DOORS	12.11.4999		72.68	55296	9/19/2016
0615	04	9/19/16		REKEY NEW SECURITY DOORS	18.21.4999		72.67	55296	9/19/2016
				WILSON LOCKSMITHING & SE			290.71		
			501099	WIN PUBLISHING COMPANY					
FK-246-01R	01	9/19/16 41552		ADVERTISEMENT/FALL2016/B INV# FK-246-01r	01.05.3900	N	135.00	55297	9/19/2016
				WIN PUBLISHING COMPANY			135.00		
				***** REPORT TOTAL *****			1070882.77		