

OSAWATOMIE CITY COUNCIL
AGENDA

March 28, 2024

6:30 p.m. | Memorial Hall | 411 11th Street

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda

Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

 - A. March 28, 2024 Agenda
 - B. March 14, 2024 Meeting Minutes
 - C. Pay Application(s)
 - D. Special Event Permit(s)
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
9. Unfinished Business
 - A. Resolution 1215 – Approving the Development Agreement with Victory Chevrolet
 - B. Ordinance 3844 – Vacating Certain Right of Way
 - C. Ordinance ____ - Continuation of TNR discussion
10. New Business
 - A. Ordinance 3845 – Levying .25% Sales Tax for Public Safety Effective January 1, 2027
 - B. Resolution 1217 – Authorizing Repairs to Lift Station Pump & Purchase of Backup
 - C. Resolution 1218 – Approving 2023 Electric Report to Dept. of Energy
 - D. Resolution 1219 – Approving Closure of Certain Streets for Lights on the Lake
 - E. Resolution 1220 – Authorizing Repair of 2014 Bucket Truck
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – April 11, 2024

OSAWATOMIE CITY COUNCIL
AGENDA

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6:30 p.m. | Memorial Hall | 411 11th Street

1. Call to Order
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 - A. April 11, 2024 Agenda
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6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Public Hearing
8. Presentations, Proclamations, and Appointments
9. Unfinished Business
 - A. Resolution 1211 – Authorizing Work at the Water Intake to Remove Silt
 - B. Resolution 1212 – Authorizing Purchase of New Skid Steer
 - C. Resolution 1216 – Authorizing the Purchase of Replacement Boilers for City Hall
10. New Business
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – April 25, 2024

Osawatomie, Kansas. **March 14, 2024.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Pro Tem Mayor Lawrence Dickinson called the meeting to order at 6:30 p.m. Council members present were: Schasteen, Macek, Diehm, Dickinson, Henness, Bratton, Filipin and Caldwell. Mayor Hampson was absent. City Staff present at the meeting were: City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Utilities Director Terry Upshaw and Public Works Director Michele Silsbee Assistant Public. Members of the public were: Marvin Halvorsen, Ricky Daulton, Codie Anderson, Deanna Anderson, Jennifer Williams and Robert Matson.

INVOCATION. – Marvin Halvorsen, Blessed Hope Seventh Day

CONSENT AGENDA. Approval of March 14, 2024 Agenda, February 22nd Council Meeting Minutes, Pay Application – Killough – Sixth Street - \$115,279.63, Pay Application – BG Consultants – KDOT/TA John Brown & South Levee Loop - \$2,034.90, Pay Application – BG Consultants – Sixth Street Construction - \$4,248.00, Pay Application – BG Consultants – Northland Interceptor Sewer - \$10,171.70, Pay Application – BG Consultants – WWTP Improvements - \$980.00, Special Event Permit – 2024 Lights on the Lake, Special Event Permit – Car Show and Wreaking Havoc Audio Competition at City Lake. **Motion** made by Caldwell, seconded by Filipin to approve the consent agenda without the Car Show and Wreaking Havoc Audio Competition at City Lake. Yeas: All. **Motion** made by Caldwell, seconded by Bratton to approve the Car Show and Wreaking Havoc Audio Competition at City Lake with the change that no alcohol will be permitted. Yeas: All.

COMMENTS FROM THE PUBLIC. – Robert Matson requested that the city change the due dates on the utility bill to the 25th of the month or to send the bills out earlier in the month to allow the customers at least 20 - 25 days to pay.

PUBLIC HEARINGS. - None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

APPOINTMENTS OF KMEA BOARD MEMBERS - According to KMEA's Bylaws, each KMEA member city is required to have two Directors and one Alternate on its Board of Directors. Each Director should be appointed by the City Council and will serve the remaining term.

Currently the appointments are as follows:

Director # 1:	Terry Upshaw	expires 4/30/2026
Director #2:	Bret Glendening	expires 4/30/2026
Alternate:	Nick Hampson	expires 4/30/2026

KMEA asks that Directors be able to attend KMEA's Board of Directors Meetings in the Spring and Fall. **Motion** made by Bratton, seconded by Filipin to approve Terry Upshaw as KMEA Director #1, Bret Glendening as Director #2 and Nick Hampson as the KMEA alternate. Yeas: All.

UNFINISHED BUSINESS.

ORDINANCE 3843 –AMENDING CHAPTER 15, ARTICLE 1 REGARDING UTILITY DEPOSITS – Occasionally we receive an overpayment on a customer’s utility account, fines, licenses or fees. Our current process is to issue a refund check on all overpayments. If the check has not been cashed in six months, they are considered stale by the bank. Tellers will sometimes reject a check if the date is over that limit. After six months, we either void and reissue the check if we can verify a current address or we void the check and send it to Kansas Unclaimed Property.

It costs us .29 to purchase a paper check and .64 for postage. We also have staff time to identify the outstanding checks, call the bank to void the checks, verify a correct address or fill out the forms to send to unclaimed property and the time it takes our accounts payable clerk to process the voids and reissue checks.

Staff is suggesting that we stop issuing overpayments that are equal to or less than \$5.00 unless the individual or company that is on the utility account, or has paid the fine, license or fee has submitted a request to the City Clerk no later than sixty days following the date the original payment was made. Any amounts not refunded will be held in the general fund of the City of Osawatomie.

Additional sections of the code to be amended:

15-120 and 15-121 – Removes right to hearings. Since everyone is automatically granted an extension, this section of the code has become moot.

15-122 – Corrects a longstanding reference to the City of Chanute.

15-131 and 15-134 – Refunds of less than \$5 will not be refunded unless requested in writing.

15-132 – Changes duration of time deposits is held from 12 months to 24 months.

15-137 related to petty cash – increase from \$1,000 to \$2,000.

15-212 related to water leaks – ties water leaks to the city’s leak adjustment policy.

Motion made by Schasteen, seconded by Caldwell to approve Ordinance 3843 – Modifying the City of Osawatomie’s refund policy and further amending certain articles within Chapter 15 of the Osawatomie Municipal Code as presented. Yeas: all.

RESOLUTION 1207 – AUTHORIZING THE PURCHASE OF NEW SERVERS FOR CITY HALL AND OPD – Our current servers were installed in 2016. That makes them approximately 8 years old and the lifespan of a server is somewhere between 7-10 years. The servers that we purchased in 2016 were refurbished. The manufacture stopped selling this model in 2009. Our operating system is also outdated by about three years.

Both City Hall and Osawatomie Police Department servers are starting to have a few hiccups. Our servers have shut down unexpectedly a couple times now but Infinity Technology Services have been able to get them restarted.

Infinity Technology Services has recommended that we replace our servers and operating system. They have given us a quote in the amount of \$64,252.18 for refurbished servers and an updated operating system.

We charge a technology fee of \$1.50 on each utility bill and each court fine. Those fees are deposited into our technology fund and were meant to help pay for future software upgrades. I feel that this meets those requirements. We currently have \$64,870.68 in the technology fund. **Motion** made by Bratton, seconded by Filipin to approve Resolution 1207 – Authorizing the purchase of new servers for city hall and Osawatomie Police Department as presented. Yeas: All.

RESOLUTION ____ - APPROVE DEVELOPMENT AGREEMENT WITH VICTORY CHEVROLET (no action) - As we have been both approached and explored Economic Development projects in our community one of the emerging trends is to simplify how economic incentives are given. For the most part local government incentives are based on various state statutes. Resolution 1177 established a set of economic development policies and sets parameters that drive what incentives are given and what metrics are required to be attained and maintained. Resolution 1178 approved the concept of a development agreement and directed staff to negotiate the development agreement with Victory Chevrolet. Lastly, this resolution approves the negotiated agreement and authorizes the Mayor to sign the agreement.

This agreement does the following:

1. Approves an economic incentive grant and caps the grant at \$1.5M.
2. Requires that all monies received through the grant be reinvested within the city limits of Osawatomie.
3. Allows for Victory to apply for additional grants, upon the successful completion of the current grant.
4. Directs that granted funds come from property taxes and sales taxes paid BY the recipient as follows: 1.) 50% of the general purpose, 1% sales tax of the city of Osawatomie, generated at the recipient's facility(ies); and
2.) 75% of the Osawatomie property taxes generated by the recipient's facility(ies).

NEW BUSINESS.

RESOLUTION 1212 – AUTHORIZING THE PURCHASE OF A NEW SKID STEER (no action) – The current skid loader, leased from Kubota for the past five years, is due for return in May. The yearly lease payment on this machine was \$10,860. This machine is used heavily and is an important part of the Public Works fleet. It was used a total of 580 hours in 2023 for activities such as alley grading, brush pile handling, storm maintenance, assistance in other departments/events, parks maintenance, and snow-removal tasks.

This machine was not under warranty for the entire term of the lease and as a result \$2,771.57 was spent on maintenance and repair in 2023. Due to this and other issues with the machine, there is no interest in retaining the current Kubota machine.

The Public Works staff desires a shift from Kubota to a Bobcat machine. The proposed Bobcat alternative has a 5-year warranty and all existing attachments are compatible with the Bobcat machine.

Staff have explored three options for acquiring the new Bobcat skid loader:

1. Direct Purchase: \$77,335.44 with a 5-year warranty.
2. Lease with Option to Purchase: \$13,013 yearly for 5 years, with a purchase option at the lease end for \$31,707. Total cost after 5 years: \$96,772.
3. Finance Purchase: Spread over 5 years at 7.5%, resulting in a \$17,825 yearly payment. Total cost after 5 years: \$89,125.

RESOLUTION 1213 – REPEAL OF RESOLUTION 1059 – CONDEMNATION OF 127 ROHRER HEIGHTS -. As you will remember, the council acted last spring to condemn the property at 127 Rohrer Heights. While the property taxes were brought current and the owner provided an irrevocable letter of credit, what was not performed was the following:

- 1.) Application AND receipt of, all applicable permits;
- 2.) Inspections of work performed inside the property to ensure that the property was brought to code and that all issues identified in the city’s inspection were addressed.

The better part of last year was spent on this case in district court as the owner appealed the condemnation and without going into any detail, I have believed for some time that the most advisable course of action to take is to basically start over. So, the resolution attached does two things. First, it repeals the initial condemnation. Second, it directs staff to confirm what work was completed and that all work that was performed was in accordance with city code.

Motion made by Bratton, seconded by Henness to approve Resolution 1213 – Repealing the condemnation of 127 Rohrer Heights as presented. Yeas: All.

RESOLUTON 1214 – AMENDING PERSONNEL POLICIES REGARDING RESIDENCY REQUIREMENTS - Over the last 20 years, the city has always had some form of residency requirement in place. In 2009, the residency requirement included the City Manager as well as department heads and crew leaders. There was flexibility however. Successful applicants for positions requiring residency did not need to reside in Osawatomie, but residency had to be established within 1 year. There was flexibility in that an applicant’s proximity to the city and their ability to respond to outages/emergencies/etc. within a certain amount of time was included in the policy.

In 2015, an entirely new set of personnel policies were adopted, taking the previously adopted manual of approximately 30-35 pages to over 120 pages. Residency requirements were imposed on the “City Manager, Assistant City Manager, Director of Public Safety, Police Chief and Assistant Police Chief.” It was further expanded to require employees of Utilities and Public Works who collect standby pay and are subject to call outs live within the Osawatomie School District or an “equivalent response time from another location”.

In 2021, this changed again. As amended, the policy currently states:

The City of Osawatomie encourages all employees to make the City they work for their home. Applicants for any open position who are residents of the City of Osawatomie shall be given preference over non-residents, all other qualifications being equal. Residency requirements for City of Osawatomie employees include the following:

- a) Police Personnel shall live within 30 minutes of the Osawatomie Police Station, as determined by the Police Chief.
- b) Certain employees of the Department of Utilities and Public Works, who collect standby pay or are subject to call out for emergencies, shall live within 30 minutes of their assigned work address.
- c) Each department within the City maintains the right to establish emergency response times for certain positions that may be more stringent than this established minimum.

The council has requested the residency requirement for the city manager be reinstated. My suggestion moving forward is to waive the residency requirement in a future city manager's contract if there are extenuating circumstances that would prohibit the city from enforcing the residency requirement. The resolution is redlined to show suggested changes to the residency requirement to achieve the council's goal. Motion made Dickinson, seconded by Caldwell to approve Resolution 1214- Reinstating the residency requirement for the city manager as presented. Yeas: All.

ORDINANCE ____ – VACATING CERTAIN RIGHT OF WAY (no action) - In 2014, the city council was asked to vacate a platted (yet seldom used) alleyway off of 6th Street between several parcels owned by E & H Properties and the council agreed to vacate that alleyway.

The City's vacation of right of way is governed by K.S.A. 12-512a and K.S.A. 14-423. K.S.A. 12-512a which allow the city, when vacating ROW, to reserve a portion of that ROW as an easement and continue to use it for delivery of public services (water, sewer, electric, gas, phone, cable, internet, etc.).

K.S.A. 14-423 provides the actual procedure for vacating rights of way. That procedure begins with the adoption of an ordinance describing the right of way to be vacated. The ordinance is effective 30 days after it is published. After publication and before the end of the 30-day period, "one or more interested parties" may file a written protest with the City Clerk. In the event that happens, the city council will need to hold a hearing 10 days after the end of the 30-day period and must adopt a resolution confirming the vacation ordinance or else the vacation is void.

Whether or not a protest is brought forth, the ordinance (or the ordinance and confirming resolution) shall be filed with the County Clerk and the Register of Deeds upon the completion of the 30-day effective period (or the 30-day effective period and the completion of the hearing).

EXECUTIVE SESSION - Motion made by Henness, seconded by Schasteen that the City Council recess into closed, executive session for the purpose of discussing attorney-client

information pursuant to the exception K.S.A. 75-4319 (b)(2). The closed meeting will last 10 minutes and will resume here in Memorial Hall at 7:49 p.m. Also attending will be City Attorney Jeff Dean, City Manager Bret Glendening and City Clerk Tammy Seamands. Yeas: All.

The council meeting resumed to open session at 7:49 p.m. with no action taken.

COUNCIL REPORTS

Dale Bratton ~ Main between 12th -18th has no parking signs on the North side. One of the no-parking signs has disappeared.

I have talked to some people on 6th Street today. Some of it good and some not so good. Can we put some water down through the business district on 6th street where there is dusty construction?

Lawrence Dickinson ~ South of town coming from the highway there is a sign that says Mame St instead of Main. This is a sign that KDOT installed.

Nick has asked if anyone would be willing to help go through the scholarship applications. Dale and Kenny volunteered.

Kenny Diehm ~ Do we have an update on when Evergy will have panels put up on the solar array or when it will be energized? I looked at one of the police trucks and I did not realize that we were going to have so many of them. Are they all designed the same way?

How many Charge point units do we have?

MAYOR'S REPORT -None.

CITY MANAGER & STAFF REPORTS.

Bret Glendening ~ Michele and I did a walk through on Brown Ave. We found some driveway wings, sidewalk panels and few other things that need corrected. The contractor is working through their punch list items.

Michele and I attended meeting in DC with Chad Tenpenny. We met with both senators and our congressional representative. The meetings went really well. Senator Moran stopped in for a little bit to say hi. Representative Davis spent a few minutes talking to Michele and I. They were really productive meetings. We submitted our application for the congressional directed spending request to Moran's office. I believe that the request for was for just over \$5.5 million. With 1.6 million for infrastructure work in the park, new curbs, gutters, pulling up the brick and relaying it and ADA access to the cabin. The balance would be for a visitors' center. If we are successful this money will run through the Kansas Historical Society.

On Monday, I received a letter from Senator Moran.

Miami County has sent out a tax sale schedule. There are 118 properties on the list and 47 are in Osawatomie. The total tax owed on those Osawatomie properties are about \$430,000 between state, county, school and Osawatomie.

Michele Silsbee ~ On the south end of Sixth street for about 2/3rd of the block between Kelly and the Levy we removed about 12-15" of asphalt and found a concrete street. We are going to have a Geotech engineer come out and do some core samples to see if it will pass a strength test. If it passes, we will use it as the base for the street instead of AB-3. Sixth Street in that section will remain closed until this is complete.

Eye Solutions crossed Main Street and with the water line we ran into a conflict with the storm box on the other side so they are going to have to close Main Street again on Monday for a few hours.

OTHER DISCUSSION/MOTIONS.

Motion made by Bratton, seconded by Schasteen to adjourn. Yeas: All. The pro tem mayor declared the meeting adjourned at 08:06 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	9.A.
	Date:	March 15, 2024
From: City Manager	From:	Bret Glendening

RE: Resolution 1215 approving a development agreement with Victory Chevrolet

RECOMMENDATION: That the city council approve Resolution 1215

DETAILS: As we have been both approached and explored Economic Development projects in our community one of the emerging trends is to simplify how economic incentives are given. For the most part local government incentives are based on various state statutes. Resolution 1177 established a set of economic development policies and sets parameters that drive what incentives are given and what metrics are required to be attained and maintained. Resolution 1178 approved the concept of a development agreement and directed staff to negotiate the development agreement with Victory Chevrolet. Lastly, this resolution approves the negotiated agreement and authorizes the Mayor to sign the agreement.

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 - 2.) 75% of the Osawatomie property taxes generated by the recipient's facility(ies).

Related Statute / City Ordinances	N/A
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 1215

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH VICTORY
CHEVROLET**

WHEREAS, the City Council in 2020 identified one of the five major five goals of the community as Economic Development (including housing); and

WHEREAS, the city continues to pursue various economic development projects; and

WHEREAS, the City Council adopted a comprehensive set of economic development policies with the passage of Resolution 1177; and

WHEREAS, the City Council approved of the concept of the development agreement with Victory Chevrolet directed staff to negotiate the agreement with Victory in Resolution 1178; and

WHEREAS, staff has negotiated a development agreement with Victory Chevrolet that fits within the parameters of the “City of Osawatomie Economic Development Guidelines and Incentive Policy”.

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

SECTION ONE: The Governing Body hereby approves the development agreement as negotiated by city staff and authorizes the Mayor to sign the development agreement with Victory Chevrolet.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 28th day of March, 2024, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

ECONOMIC DEVELOPMENT AGREEMENT

Between and Among

City of Osawatomie, Kansas

And

Premier Automotive of Paola LLC

And

Premier Real Estate of Paola LLC

For

32575 Old Kansas City Road (and associated parcels)

This Economic Development Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2024 (“Effective Date”), by and between the City of Osawatomie, Kansas (“City”) and Premier Real Estate of Paola LLC and Premier Automotive of Paola LLC (collectively, the “Developer”), each a Kansas limited liability company. (Collectively the City and the Developer are the “Parties”.)

RECITALS

WHEREAS, the Developer is pursuing the redevelopment and revitalization of certain properties located at 32575 Old Kansas City Road and other associated parcels in Osawatomie, Kansas (defined hereafter as the “Project Area”) for commercial and retail purposes, which project will include substantial capital investment in the Project by December 31, 2025 (the “Completion Deadline”) and will include an ongoing marketing costs that will generate increased assessed value, increased sales tax collection and increased economic activity within the community;

WHEREAS, the Developer is willing to undertake the Project if the City will provide certain financial incentives for the Project as provided in this Agreement;

WHEREAS, in order to induce the Developer to undertake the Project, the City is willing to provide financial assistance for the Project in accordance with the policies of the City and the terms and conditions provided within this Agreement;

WHEREAS, the Project to redevelop and revitalize the Property will: (i) bring additional capital investment to the area; (ii) return underutilized and vacant space in the area to its highest and best use; (iii) increase the level and diversity of the area’s tax base; all of which help strengthen the economic well-being of the area and encourage additional growth in the area;

NOW THEREFORE, in consideration of the terms and conditions contained in this Agreement the City and Developer agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the below meanings unless the context clearly states otherwise.

“Approved Plans” shall mean Land-Use and Building Plans submitted by the Developer to the City for approval.

“Acquisition and Construction Budget” shall mean a budget projecting the cost to acquire the Property and the cost of the construction of the Project in accordance with the Approved Plans and reflecting the Final Completion of the Project by the developer by the Completion Deadline.

“Bid, Buy/Sell Agreement” shall mean the agreement between the developer and the city originally signed on July 27, 2022 by the developer (Attachment C).

“Capital Commitment” for the developer shall mean the negotiated sale price associated with the parcels identified in Attachment A and the proposed capital investments identified in Attachment B.

“Change Request” shall mean a written request from the Developer for a change to the Approved Plans.

“City” shall mean the City of Osawatomie and/or any wholly owned and operated development corporation or similar body established by the City for the purposes of managing this project.

“Construction Schedule” shall mean a schedule for construction of the Project in accordance with the Approved Plans, which schedule shall reflect Final Completion of the Project by the Developer by the Completion Deadline.

“Developer/City Event of Default” shall mean those actions that create a default of this agreement by either the Developer or the City.

“Economic Incentives” means those financial incentives that can be offered by the City of Osawatomie in compliance with the laws and constitution of the State of Kansas.

“Economic Incentives Grant (EIG)” means those shared revenues that will be paid in the form of a grant to the developer over the life of the term.

“Eligible Expenses” means the acquisition of the Property, improvement and installed equipment costs of the Project listed on Attachment B.

“Project Area” means only the property described in Attachment A as well as the property at 32575 Old Kansas City Road.

“Project Documents and Plans” means the Agreement and the documents and plans referenced in the Agreement to be executed as part of fulfilling the Agreement.

“Property” means the property that will be sold by the City to the Developer as outlined in Attachment A and as referenced in the original Buy/Sell Agreement.

“Site Plan” means the overall site development plan for the Property(ies), depicting the positioning of all exterior improvements on the Property as they are planned to exist after the Project is complete, and identifying new exterior improvements or renovations to be accomplished as part of the Project.

“Sources and Uses Statement” means a document illustrating the sources and uses of funding required for the Project, including those amounts which are expected by the Developer to be funded by the incentives offered by the City.

2. Due Diligence Period. Subsequent to the parties’ execution of this Agreement, the Developer shall have sixty (60) days to undertake a comprehensive inspection, analysis, and review of the Property, Project and the likely associated schedule and costs.

2.1. Exclusivity of Dealing. During the Due Diligence Period and any extensions, the City will deal exclusively with the Developer relative to the Property(ies), and will not solicit, accept or consider other proposals.

2.2. Extension of Due Diligence Period. The Developer shall have the option and right to extend the Due Diligence Period past sixty (60) days for an initial extension period of thirty (30) days.

2.3. Plan Packet. Within sixty (60) days of the Effective Date, the Developer shall submit its proposed Acquisition Plan, Building Plan, Construction Schedule, Construction Budget and Sources and Uses Statement (all of which constitute the “Plan Packet”). Plan

Packet will be presented to the City Council for final action on the Economic Incentives being offered.

2.4. Plan Packet Changes. If the Developer desires to make any material change to the Plan Packet, the Developer shall provide written notice to the City. The City will have ten (10) business days to submit plan changes to the Governing Body for review.

3. Purchase of parcel identified as Parcel ID number 1392900004001000, Osawatomie, Kansas, as shown in Attachment A. The Developer will purchase the Property(ies) from the City in the amount of \$251,000 per the attached Bid, Buy/Sell Agreement entered into on July 27, 2022. The parties agree to execute within sixty (60) days of the Effective Date a separate Closing Agreement as defined below.

3.1. Closing. A Closing Date will be agreed by the Parties to occur not later than thirty (30) days from the end of the Due Diligence Period. At Closing, the City shall convey, title, including all rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds and reversions or other appurtenances used in connection with the Land.

3.2. No Broker. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commission are or shall be due or owing in connection with this transaction.

3.3. Warranties and Representations. The Closing Agreement will contain customary warranties and representations of the Parties, as to legal authority, binding effect, organization, and lawful existence, and any other terms as may be agreed.

4. Economic Incentive Grant (EIG). The City using its home rule authority has offered the following Economic Incentive Grant.

1. 50% of the General Sales Tax (1-cent) collected from the developer's Project Area.
 2. 75% of the City's Ad Valorem Tax collected from the developer's Project Area.
- (Footnote 1).**

In the event that the City is enjoined from providing funding from the sources set out in 4.1 or 4.2, the City shall reallocate funds from the other funding source.

5. Terms of the Grant and Other Economic Incentives. The terms of the grant are initially for a 10-year period with the Developer having the right to an extension of the grant starting in year

11 and continuing for 15 one-year increments. The maximum amount distributed to Developer shall be One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) (the “Maximum Grant”). Notwithstanding the foregoing, and upon the successful completion of the work contained in the Project Documents and Plans, the Developer or a related entity may apply for an additional project(s) or grant(s) to be invested within the City, the approval of which shall not be unreasonably withheld. A related entity shall include any limited liability company with the same principals of Developer having a controlling interest.

Sales Tax Sharing: The City agrees to a term of 10 years starting on the date of the first remitted sales tax dollars to the City after the Effective Date, and extended as set out herein.

Ad Valorem Tax Sharing: The City agrees to a term of 10 years, as may be extended as set out herein, starting on the date of the first tax bill issued in which the Project Area is included in the corporate limits of the City. With distribution based on the conditions found in *Footnote 1¹*.

Other Economic Incentives: Could include TIF/CID/TDD and the additional terms for these districts included here (with State Statute citations).

6. Use of Grant Funds. The use of grant funds is limited to the following items:

- a. Acquisition of real property within corporate limits of the City.
- b. Acquisition of personal property necessary to operate the business found within the corporate limits of the City.
- c. All real property improvements (construction, rehabilitation, and renovation) found within the corporate limits of the City.
- d. Marketing and promotional activity directly related to the Victory Chevrolet in the City of Osawatomie.

7. Audit and Accounting - Developer. The City requires that an annual report be provided no later than 45-days after the close of the calendar year or the filing of Developer’s tax return, whichever is later, for the use of funds in the previous years as outlined in Section 6 “uses” with a sworn affidavit signed by the controlling partner of Premier Real Estate of Paola LLC.

8. Remittance of funds identified in EIG. EIG funds will be paid as follows;

1. Shared Sales Tax will be paid monthly, fifteen (15) days after receipt from the state of the City’s sales tax portion for the month. This will be contingent on verification of payment

¹ *The City agrees to put a list of General Fund expenditures together that reflects the wishes of the developer in allocating 50% of the property tax revenues generated within the Project Area located in Osawatomie to causes consistent with the developer’s corporate mission.*

by the developer to the Kansas Dept. of Revenue and monies will be paid in the form of a check delivered to the Developer.

2. Shared Ad Valorem Tax will be paid fifteen (15) days after receipt from the county of Ad Valorem Tax dollars. This will be contingent on verification of payment by the developer to the county and monies will be paid in the form of a check delivered to the Developer and that the valuation of the Property or Project Area has not been appealed.

9. Audit and Accounting – City. The Developer requires that an annual report be provided no later than 45-days after the close of the calendar year showing the collection and distribution of as outlined in Section 4 “EIG” with a sworn affidavit signed by the City Manager.

10. Defaults and Remedies

“Developer Event of Default” shall mean a default in the performance of any material obligation or breach of any material covenant or agreement of the Developer in this Agreement, subject to Developer receiving written notice of said Event of Default, and thirty (30) days to cure.

a. Remedies Upon a Developer Event of Default.

- i. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:
 1. The City shall have the right to terminate this Agreement or terminate all or a portion of the Developer’s rights under this Agreement, including suspension or termination of shared revenues for the Developer.
 2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City or any other beneficiaries of this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.
 3. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and

thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

4. Upon termination of this Agreement in accordance with its terms hereof, the City shall have no obligation to pay the Developer for any shared revenues generated after the termination date.
5. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

“City Event of Default” shall mean a default in the performance of any material obligation or breach of any material covenant or agreement of the City in this Agreement.

b. Remedies Upon a City Event of Default.

- i. Upon the occurrence and continuance of a City Event of Default, the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:
 1. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.
 2. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.
 3. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the

same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

- c. **Force Majeure.** Neither the City nor the Developer shall be deemed in default of this Agreement as a result of an event of Force Majeure. Such events are defined to include, but not be limited to: labor strikes, supply chain delays caused by another event of Force Majeure, riots, insurrection, sabotage, rebellion, war or act of God, changes in law and any other cause of delay not within the reasonable control of a Party.
- d. **Legal Actions.** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas. Before legal actions can be undertaken both parties agree to enter into mediation on the issue of default and remedies.
- e. **Limitation of Liability.** The Parties hereby agree that a Party's sole and exclusive remedies for a breach by the other Party of any commitment, obligation, representation, warranty, or other undertaking included herein or otherwise shall be those contained in this Agreement and in no case shall either Party be liable for any indirect, consequential, exemplary, incidental, speculative, punitive, special, or similar damages that may arise in connection with this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date referenced above.

“City”

City of Osawatomie, Kansas

By: _____

Nick Hampson

Mayor, City of Osawatomie

“Developer”

Premier Automotive of Paola LLC,
a Kansas limited liability company.

By: _____

Eric Gentry

Member and Authorized Signatory

Premier Real Estate of Paola LLC,
a Kansas limited liability company.

By: _____

Eric Gentry

Member and Authorized Signatory

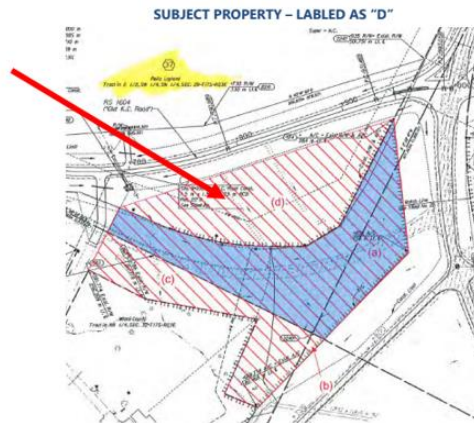
Attachment A

Property Description including a Map

Tract 1

All that part of the Southeast Quarter and the Southwest Quarter Section 29, Township 17 South, Range 23 East, Miami County, Kansas, as prepared by Jeff Luthro RLS#1222, June 9th 2022, described as follows: Beginning at the Southeast corner of the Southwest Quarter of said Section 29; thence N88°03'40"E, along the South line of the Southeast Quarter of said Section 29, a distance of 39.01 feet, to a point on the Westerly right-of-way line of Highway 169; thence N14°56'53"E, along said right-of-way line, a distance of 356.78 feet; thence N35°49'41"W, along said right-of-way line, a distance of 393.88 feet; thence S41°54'52"W, along the Easterly right-of-way line of Old Kansas City Road, a distance of 813.58 feet; thence S6°23'03"W, along the Easterly right-of-way line of Clover Drive, a distance of 96.78 feet, to a point on the South line of the Southwest Quarter of said Section 29; thence N86°49'46"E, along the South line of said Southwest Quarter, a distance of 654.79 feet to the Point of Beginning containing 7.11 Acres more or less.

Aerial View



Attachment B

Project Description including a Budget (showing Sources and Uses)

Category	Amount
Land Purchase	\$ 251,000
Grading/Sitework	\$ 175,000
Paving	\$ 150,000
Landscaping	\$ 25,000
Lighting	\$ 75,000
Additional Inventory	\$ 500,000
Labor For Additional Inventory	\$ 125,000
Additional Advertising	\$ 80,000
Contingency	\$ 119,000
Total	\$ 1,500,000

Attachment C

Bid, Buy/Sell Agreement entered to by Developer on July 27, 2022

BID / BUY-SELL AGREEMENT

This Bid / Buy-Sell Agreement ("Agreement") is entered into as of the date of execution, as set forth below, by and between Premier Real Estate of Paola LLC, a Kansas Limited Liability Company (hereinafter "PREP"), whose address is 1800 N 100th Terrace, Kansas City, Kansas 66111, and The City of Osawatomie, Kansas (hereinafter "City"), a City of the Second Class and municipal subdivision of the State of Kansas, whose address is 439 Main Street, PO Box 37; Osawatomie, Kansas 66064 (collectively referred to as "the Parties").

RECITALS

- A. **WHEREAS**, PREP is the owner of property that Victory Chevrolet operates as a car dealership located at 32575 Old KC Road, Paola, KS 66071 (the "PREP Property").
- B. **WHEREAS**, it's the intent of PREP and the City to annex the PREP Property into the City's corporate limits.
- C. **WHEREAS** in order to accomplish the annexation and allow PREP to benefit from an expanded footprint in which to sell automobiles and obtain tax incentives they need to purchase an additional parcel (referred to as "the Property").
- D. **WHEREAS** the legal description of the Property is described fully in **Exhibit A**.
- E. **WHEREAS** the Property is currently owned by Miami County Kansas.
- F. **WHEREAS** Miami County has created a bidding process that will allow for the disposition of the Property.
- G. **WHEREAS**, the City would like to assure ownership of the Property so that it can continue its annexation of the PREP Property. And has agreed to work with PREP in obtaining the Property.
- H. **WHEREAS**, the City plans on making a bid for the Property in hopes it can obtain ownership of the Property.

AGREEMENT

For and in consideration of the recitals, mutual promises, covenants, and agreement contained herein, it is understood and agreed to between the Parties as follows:

1. **PROPERTY:** The City agrees to make a qualifying bid for the Property, secure ownership, and in turn transfer the Property by Quit Claim Deed to PREP, and PREP agrees to purchase the Property from the City.
2. **PURCHASE PRICE:** PREP agrees to pay to the City the total sum of Two Hundred Fifty One Thousand Dollars and No Cents (\$251,000) (hereinafter the "Purchase Price"). The

City agrees to accept payment in the form of cash or immediately available funds. Additionally, the City requires that a Standby Letter of Credit (SBLC) sufficient to the City's needs, be provided by PREP or associated companies and drawn on Ally Bank (or any of its affiliates) prior to the City submitting a bid. The City further agrees to allow for a deduction in the Purchase Price equivalent to the cost of the SBLC provided for the benefit of the City.

3. **CONDITIONS PRECEDENT:** This Agreement, and the Parties' obligations to perform hereunder, at or prior to Closing (as defined below), is expressly subject to and contingent upon the following conditions precedent, each of which may be waived by the Parties, in whole or in part:
 - a. That at the Closing, legal title to the Property will be merchantable, and free of all liens and encumbrances excepting only the reservations, restriction, and easements of record. However, the Parties acknowledge that the release or extinguishment of the Deed of Restriction placed on the property by the State of Kansas/KDOT and/or the Federal Highway Administration is a condition precedent of this Agreement and that failure to obtain such release(s) is not a default by either party.
 - b. That at Closing the following task shall have been completed:
 - i. To the satisfaction of the City all documents and actions required for incorporation of the Property into the City have been completed.
 - ii. To the satisfaction of the City all documents and actions required for annexation of the PREP Property into the City have been completed.
 - iii. To the satisfaction of PREP and the City a Final Development Agreement will have been completed.
4. **CLOSING:** Closing hereunder shall occur no later than 60 days following the Closing between Miami County and the City of Osawatomie, dependent upon the City being awarded the Property.
5. **ACCEPTANCE OF CONDITION OF PROPERTY:** PREP acknowledges that it has inspected the Property being purchased under this Agreement; that it is fully acquainted with the condition of the same; and that PREP accepts the Property in its present "AS IS" condition.
6. **COST AND EXPENSE INCURRED:** Each Party shall be responsible for its own attorney's fees, except as otherwise set forth in this Agreement. The Parties agree to equally split the costs of the closing agent's fees required to close this transaction. PREP shall pay all recording fees.

7. **REALTORS' AND BROKERS' FEES:** The Parties acknowledge and represent that they have not hired a real estate broker, nor shall any Party be required to pay a real estate commission on account of having entered into this Agreement.
8. **CORPORATE DOCUMENTATION:** At Closing, each Party, as applicable, shall provide to the other party appropriate documentation evidencing that the signing individuals are officers, managers, members, or partners who are authorized by their respective entities to enter into and execute documents relating to the transactions under this Agreement.
9. **TIME IS OF THE ESSENCE:** Parties acknowledge that time is of the essence. If either Party fails to perform an obligation created in this Agreement in a timely fashion, then the non-defaulting Party may at its sole option, either terminate this Agreement, or require specific performance of the defaulting Party's obligation(s) herein.
10. **DEFAULT:** In the event that any Party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching Party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting Party may incur in enforcing the Agreement with or without suit. This provision shall not limit any other remedies to which the Parties may otherwise be entitled to in law or in equity. Each Party hereto shall have the right to require specific performance of each and every provision of this Agreement as contemplated herein and may, if necessary, bring an action in a court of competent jurisdiction to compel the same.

The following items are specifically agreed by the Parties to not be an occurrence of Default under this agreement:

The failure of the City's bid on the Property to be the winning bid as determined by Miami County's bidding process. Instead, the Parties agree that if the City fails to acquire the Property from Miami County, this Agreement will be terminated, with each Party bearing its own cost and the Purchase Price and/or SBLC shall be either cancelled if no disbursement has been made to the City or, if the funds have already been disbursed to the City, shall be returned to the lending institution that issued the SBLC.

The failure of the State of Kansas, Kansas Department of Transportation, the Federal Government, and/or the Federal Highway Administration or other holder of a Deed of Restriction affecting the Property to release and/or extinguish such restriction.

11. **SUCCESSORS AND ASSIGNS:** Upon execution by both Parties, this Agreement shall become a binding contract between the Parties and shall be binding upon and shall inure to the benefit of the respective Parties hereto, their heirs, successors, representatives, and assigns.

12. **ENTIRE AGREEMENT:** All representations made in the negotiation of this Agreement have been incorporated herein and there are no verbal agreements or representations between the Parties to modify the terms and conditions of this Agreement. Any amendment to this Agreement shall be in writing and executed by the Parties hereto.
13. **CHOICE OF LAW:** This Agreement shall be governed and construed according to the laws of the State of Kansas. The Parties agree that the jurisdiction and venue of any dispute between them involving this agreement will be in the District Court of Miami County Kansas.
14. **SECTION HEADINGS:** All section headings are for convenience only and shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.
15. **EXECUTION IN COUNTERPARTS:** This Agreement and any subsequent amendments to this Agreement may be executed in multiple counterparts with the same effects as if all Parties had signed the same document. The Parties agree to accept as originals, signatures of the Parties sent via facsimile, email, or other electronically affixed signatures.
16. **GOVERNMENT ENTITY:** PREP acknowledges that the City is a governmental entity and, unlike a private entity, acts through the consent of its governing body, The City Council. As such an affirmative vote of the City Council is required to authorize the Mayor or other official to bind the City to this Agreement or any subsequent agreement.

IN WITNESS WHEREOF, the Governing Body of the City of Osawatomie, Kansas has caused this Agreement to be signed and executed on its behalf by its mayor, and duly attested by its City Clerk, and Premier Real Estate of Paola LLC has signed and executed this Agreement, as of the dates set forth below.

[remainder of page intentionally left blank]

CITY OF OSAWATOMIE, KANSAS:

By:

Approved as to Form

Nick Hampson, Mayor

Jeffrey W. Deane, City Attorney

Dated: _____

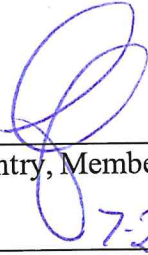
Attest:

Tammy Seamands, City Clerk

Dated: _____

PREMIER REAL ESTATE OF PAOLA LLC:

By:



Eric Gentry, Member

Dated: 7-27-2022

NOTARY:

EXHIBIT A

Tract 1

All that part of the Southeast Quarter and the Southwest Quarter Section 29, Township 17 South, Range 23 East, Miami County, Kansas, as prepared by Jeff Luthro RLS#1222, June 9th 2022, described as follows: Beginning at the Southeast corner of the Southwest Quarter of said Section 29; thence N88°03'40"E, along the South line of the Southeast Quarter of said Section 29, a distance of 39.01 feet, to a point on the Westerly right-of-way line of Highway 169; thence N14°56'53"E, along said right-of-way line, a distance of 356.78 feet; thence N35°49'41"W, along said right-of-way line, a distance of 393.88 feet; thence S41°54'52"W, along the Easterly right-of-way line of Old Kansas City Road, a distance of 813.58 feet; thence S6°23'03"W, along the Easterly right-of-way line of Clover Drive, a distance of 96.78 feet, to a point on the South line of the Southwest Quarter of said Section 29; thence N86°49'46"E, along the South line of said Southwest Quarter, a distance of 654.79 feet to the Point of Beginning containing 7.11 Acres more or less.



PREPARED FOR:
SHELLEY WOODARD



ONE ENROUTE
LAND SURVEYORS - LAND PLANNERS
122 N. WATSON STREET
OLATHE, KANSAS 66061
PHONE: (913) 784-1070 FAX: (913) 784-8535



ACTION ITEM SUMMARY	Item Number:	9.B.
	Date:	3/1/2024
City Manager	From:	Bret Glendening

RE: Vacating Certain Right of Way

RECOMMENDATION: Consider ROW vacation

DETAILS: In 2014, the city council was asked to vacate a platted (yet seldom used) alleyway off of 6th Street between several parcels owned by E & H Properties and the council agreed to vacate that alleyway.

The City's vacation of right of way is governed by K.S.A. 12-512a and K.S.A. 14-423. K.S.A. 12-512a which allow the city, when vacating ROW, to reserve a portion of that ROW as an easement and continue to use it for delivery of public services (water, sewer, electric, gas, phone, cable, internet, etc.).

K.S.A. 14-423 provides the actual procedure for vacating rights of way. That procedure begins with the adoption of an ordinance describing the right of way to be vacated. The ordinance is effective 30 days after it is published. After publication and before the end of the 30-day period, "one or more interested parties" may file a written protest with the City Clerk. In the event that happens, the city council will need to hold a hearing 10 days after the end of the 30-day period and must adopt a resolution confirming the vacation ordinance or else the vacation is void.

Whether or not a protest is brought forth, the ordinance (or the ordinance and confirming resolution) shall be filed with the County Clerk and the Register of Deeds upon the completion of the 30-day effective period (or the 30-day effective period and the completion of the hearing).

Ordinance 3844 as drafted, only vacates the alley that runs north and south. Cedar Street and the alley south of Cedar and behind the Chinese restaurant will not be vacated. Additionally, since there are public utilities in this alley, the ordinance also reserves this alley as an easement only, accessible for maintenance of those utilities, by the city.

(Published in the Miami County Republic, April 3, 2024) **1t**

ORDINANCE NO. 3844

AN ORDINANCE VACATING A CERTAIN ALLEY LOCATED IN THE 1100 BLOCK OF SIXTH STREET IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS.

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

SECTION ONE: That the City of Osawatomie, Kansas, a city of the second class, under and by virtue of the provisions of K.S.A. 12-512a, for good cause, does hereby declare that the following described alley, situated in the City of Osawatomie, Miami County, Kansas, be vacated to-wit (Attachment A):

All of the 12-foot alley running north-south and adjoining the East side of Lots 7 and 12, Block 4, Newman's Addition to the City of Osawatomie, and adjoining the West side of Lots 1 through 6, Block 4, Newman's Addition to the City of Osawatomie, Miami County, Kansas.

SECTION TWO: That upon the effective date of this Ordinance, the land so vacated shall revert to the owners of the respective lots adjacent to the vacated alley. The property vacated shall be divided equally between lots on the east side and west side of the vacated alley and in proportion to the current alley frontage of the respective lots. The City of Osawatomie reserves all rights of access to maintain both overhead and underground utilities for continued delivery of services and may, as it deems necessary, replace any portion of its utility infrastructure therein. After the effective date, a certified copy shall be filed with the Miami County Clerk and the Miami County Register of Deeds.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days after the publication hereof in the official City newspaper, unless one or more interested parties files a written protest in the Office of the City Clerk of the City of Osawatomie, Kansas, before the expiration of such time.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 28th day of March, 2024, a majority of the members being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

ATTACHMENT A





To: Mayor & City Council

From: Bret Glendening; City Manager

RE: Considerations for TNR Program

Date: February 20, 2024

I sent out an inquiry to the KACM Listserv to gather information on how other communities implemented a TNR program. Several cities have removed restrictions on trapping animals that are not your own to allow private, not for profit organizations trap and treat (TNR) feral and/or community cats.

Concordia, KS and Belleville, KS – Signed a one-time agreement with a defined period of time to operate, with an organization on a trial basis. Neither changed anything in their code.

Independence, MO and Augusta, KS has written some language into their city code.

https://library.municode.com/mo/independence/codes/code_of_ordinances?nodeId=CH3ANFO_ART3LICODOCA_S3.03.011OUCAREBEST

Augusta, KS [Augusta City Code - 2-211](#)

Changes to Osawatomie City Code for consideration:

2-101 – Definitions – Modify definition for “Abandon” to exclude licensed, non-profits whose purpose is to carry out TNR programs;

2-102 – Exception (d)(2) – DOMESTIC cats? Feeding of stray/feral/community cats?

2-104 – Regarding Animal Traps – add frequency of checking traps placed by licensed, non-profits whose purpose is to carry out TNR programs; (Necessary?)

2-107 – (add) Humanely trapping animals under the guise of a licensed, non-profit organization without evidence of such;

2-107(a)(4) – Abandon or leave any animal in place without ensuring provisions for its proper care (exception: licensed, non-profits whose purpose is to carry out TNR programs);

2-108 – Add exception for licensed, non-profits whose purpose is to carry out TNR programs;

2-115 – Nuisance; animal activities prohibited

2-206 – Add interference with representatives of licensed, non-profits whose purpose is to carry out TNR the program;

Other considerations –

Treat like a solicitors permit only for the purpose of meeting a requirement for prominent display of city issued credentials; (necessary?)

Halstead Ordinance 1289:

ORDINANCE NO. 1289

AN ORDINANCE AUTHORIZING CARING HANDS HUMANE SOCIETY TO CONDUCT A FERAL CAT TRAP-NEUTER-RETURN PROGRAM IN THE CITY OF HALSTEAD, KANSAS.

WHEREAS, the Governing Body of the City of Halstead, Kansas, has determined it advisable to permit the Caring Hands Humane Society to conduct a feral cat trap-neuter-return program in the City, in the manner hereinafter described, as a more effective and humane manner in which to control the population of feral cats within the City limits;

Now, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HALSTEAD, KANSAS:

SECTION 1. The Caring Hands Humane Society of Newton, Kansas ("CHHS"), is hereby authorized to conduct a trap-neuter-return program ("TNR Program") in the City in the following manner:

- (a) Definitions. For the purposes of this ordinance, the following terms are hereby defined as follows:
 - 1. "Caregiver" means a person who is registered with the Caring Hands Humane Society to provide assistance with the TNR Program through the provision of food and shelter for feral cats while at large in the City, and through providing accommodations and assistance in the trapping and return of such feral cats.
 - 2. "City law enforcement officer" shall include any member of the Halstead Police Department as well as the designated animal control officer for the City of Halstead, Kansas.
 - 3. "Ear-tip" means a mark identifying a feral cat as having been trapped, sterilized, vaccinated and returned through the TNR Program, specifically by the removal of approximately three-eighths of an inch off the tip of the cat's left ear in a straight line while the cat is anesthetized.
 - 4. "Feral cat" means a cat that has no apparent owner and is free-roaming.
- (b) The TNR Program shall be carried out in the following manner:

1. CHHS shall recruit Caregivers in selected portions of the City who are willing to provide assistance on the Caregiver's property to provide food and care for feral cats, to assist CHHS in humanely trapping cats on the Caregiver's property for the purposes of the TNR Program, and to permit CHHS to release such cats back onto the Caregiver's property.
2. The Caregivers must agree in writing, as a condition of participation in the TNR Program, to abide by all of the requirements and regulations of the TNR Program as approved by this ordinance, and to follow the direction of CHHS as to best practices so as to minimize as much as reasonably possible the creation or maintenance of any nuisance or unsanitary conditions, and to minimize impacts upon nearby property owners and residents. CHHS shall have the complete right and discretion in the selection of Caregivers into the TNR Program and in the discharge or discontinuance of any Caregiver from the TNR Program; provided, however, that the CHHS shall not utilize any Caregiver who is or has become disqualified from participation by virtue of the provisions of subsections 8(iii) and (iv) below.
3. Before being released, captured feral cats shall be medically evaluated and treated, sterilized, vaccinated and ear-tipped. Previously captured and released feral cats which have been re-captured may be immediately released unless they need medical care or need to be revaccinated. CHHS shall have complete discretion to make the following decisions as an alternative to the release of a captured feral cat:
 - i. To euthanize or otherwise humanely dispose of a feral cat deemed too ill or injured, or deemed to be too dangerous to be released; or
 - ii. To retain for adoption a feral cat deemed appropriately domesticated or capable of domestication.
4. If a City law enforcement officer in the exercise of his or her lawful authority determines that a cat in the possession of a Caregiver or the CHHS should be impounded as provided under the Halstead City Code or otherwise by law, then the further handling of such cat shall be subject to the lawful orders and directions issued pursuant to that impoundment authority.
5. Should it be determined by CHHS that a captured cat is a domesticated cat owned by an identifiable person, CHHS may return such cat to such owner; provided, however:
 - i. CHHS shall report the same, including the name and address of the owner(s), to the City's animal control officer; and

- ii. CHHS shall be entitled to charge the owner a reasonable fee for the care and boarding of the cat as a condition or precondition to its return to the owner.
- 6. CHHS shall create and maintain a registry of all feral cats which have been captured and then released, which registry shall include a photograph of the feral cat and other identifying information, the date and place of capture, the date of sterilization and vaccination, the date and place of release, and such other information as CHHS deems appropriate and useful for the program. Such registry shall be available at all reasonable times for inspection by or on behalf of the City.
- 7. The CHHS shall maintain a registry of the name, current address and other contact information of each Caregiver participating in the TNR Program, which registry shall be available at all reasonable times for inspection by or on behalf of the City. The CHHS shall give prompt notification to the Halstead Police Department of each person who is added to the Caregiver registry and shall likewise give prompt notification of the removal of any person from such registry.
- 8. The CHHS shall promptly remove from the Caregiver registry and discontinue participation by any person who:
 - i. Voluntarily withdraws from the TNR Program;
 - ii. Is removed by CHHS from the TNR Program for such reasons as the CHHS deems appropriate;
 - iii. Is removed by CHHS from the TNR Program at the request and direction of the Chief of Police of the City for failure to abide by requirements and regulations of the TNR Program as approved by this ordinance; or
 - iv. Is disqualified from participation in the TNR Program due to the conviction of such person in the Halstead Municipal Court for any violation of the City's control ordinances.
- 9. The CHHS shall prepare such reports to the City governing body as may be requested from time to time to enable the governing body to evaluate the effectiveness of the TNR Program.

SECTION 2. To the extent that any actions taken by the CHHS, its officers, employees, agents and Caregivers, which are authorized under this ordinance, and which would otherwise constitute a violation of any provisions of Chapter II of the

Halstead City Code, such persons are hereby granted an exemption from such provisions as to such authorized actions.

SECTION 3. Nothing in this ordinance shall limit or restrict the authority, duties or discretion of City law enforcement officers as conferred upon them by the Halstead City Code or otherwise by law.

SECTION 4. This Ordinance shall take effect and be in force from and after its summary publication in ***HARVEY COUNTY INDEPENDENT***, the official newspaper of said City.



TNR Agreement

Have A Heart TNR inc. 411 W. Parallel St. Clifton KS 66937
785-262-1253 haveahearttnr@hotmail.com
Kansas Rescue Network License # CB001Z5R

TNR Responsibility Agreement, Liability Waiver and Surgery Consent

The Trap-Neuter-Return (TNR) program is the only method proven to be humane and effective at controlling outdoor cat population growth. Using this technique, all the cats in a colony are trapped, vaccinated for rabies, possibly treated for select injury or illness, spayed or neutered, ear-tipped for identification, and then returned to their territory. The goal of any community cat management program is to maximize the quality of life for the cats.

Carefully read and understand all of the following before you sign your name.

I agree to the following terms:

1. I understand the cat must remain in a live trap due to temperament in order to have a safe surgery performed.
2. I understand that there is some risk of injury or death in the procedure and the use of anesthetics and drugs. If the cat is pregnant at the time of surgery, I understand that pregnancy will be terminated.
3. I agree that any cat who is medically untreatable or in severe or chronic pain will be humanely euthanized at the veterinarian's discretion while the cat is under anesthesia. I understand I will be notified post-euthanasia.
4. I understand that if a bite occurs during the cat's stay, Have A Heart TNR inc. will follow public health Rabies protocol.

By signing this waiver I give consent for Have A Heart TNR inc. staff and volunteers to perform trappings on my property and will inform neighbors of the program.

I acknowledge that feral cats are wild animals which can be unpredictable in their behavior and are capable of inflicting serious bodily injury. I willingly assume the risk and responsibility of participating in this program. I hereby release Have A Heart TNR inc., all veterinarians, assistants, volunteers, and directors, from any and all claims arising out of or connected with the performance of this program and procedure or any adverse reactions to vaccinations. I agree that I have not and will not claim any right of compensation from them, or file action by reason of such sterilizations or attempted sterilization of such animal or any consequences related thereto. Caregiver/agent hereby agrees to indemnify and hold Have A Heart TNR inc. harmless for any damages caused during the transportation of the animal, or for any damages caused by unforeseeable events including fire, vandalism, burglary, extreme weather, natural disasters or other acts of God.

Signature

Print Name

Adam Anderson

Date

9-13-2022

FOUR KIDS FOR KRITTERS, LLC.

TNR PROGRAM GUIDELINES

REQUEST FOR TRAPPING

All TNR requests must come through FKFK.

FKFK will be responsible for sending requests to volunteer trappers.

FUNDING

TNR Program funding will come from donations specifically stated for TNR Program not Four Kids For Kritters, LLC. Funds will be held in a separate account from FKFK funds for transparency. FKFK will be responsible for TNR Program funding account and disbursements for account. All Requests for funding must be approved by FKFK.

TNR Program funding will be available only if the account has enough funds to support a trapping session.

TNR Program funds will be used for veterinarian costs including neuter /spayed and rabies vaccination, transporter and trappers gas, and replacement of worn or damaged traps.

Funding assistance if individual TNR requested will be based on combined household income or at the discretion of FKFK.

VOLUNTEER TRAPPERS

Trappers are all volunteers; no pay by TNR program will be offered for trapping.

All volunteer trappers must have training in community cat colony trapping. This will be reviewed by FKFK.

FKFK will work with the volunteer trappers but will not participate in trapping efforts; trapping, holding, transportation, returning to colony.

Volunteer Trappers will not charge their assistance and have the right to refuse to work with any community cat caregiver for any reason.

FKFK assumes no liability for the following volunteer trapper activities: injury, destruction of trapper's personal property, destruction of caregiver's property, and illness. It is understood community cats (feral cats) can be unpredictable and bite, scratch etc. when trapped or scared. Volunteer trapper understands and accepts the risks on their own.

Volunteer trappers are not responsible for veterinarian costs or other costs associated with trapping.

EVALUATION OF KITTENS and ADULT CATS

Any Sick cats rejected by Veterinarian for surgery must not be returned to colony unless evaluated by FKFK.

FKFK will evaluate all cats before returning to colony.

All kittens and adult cats pulled for rescue will be at the discretion of FKFK only.

FKFK will be available for evaluation during trapping.

TRAPS

FKFK will loan traps for \$25 deposit per trap. \$20 refundable upon return of trap in working conditions.

FKFK will offer help to set veterinarian appointments, facilitate the holding area if needed, transportation back and forth from veterinarian, and funding for the TNR program.

FKFK assumes no liability to the TNR activities for any of the following: death, illness, injury, or escape of community cats.

FKFK has the right to refuse service at their discretion.



ACTION ITEM SUMMARY	Item Number:	10.A.
Ordinance 3845	Date:	March 20, 2024
City Manager	From:	Bret Glendening

RE: Levying ¼ percent sales tax for public safety

RECOMMENDATION: Approve Ordinance 3845

DETAILS: The council approved resolution 1148 which placed a question on the November 3, 2023 ballot to renew the quarter cent sales tax for public safety. That ballot measure passed. Now the council needs to formally levy the sales tax, which will become effective January 1, 2027.

COUNCIL ACTION NEEDED: Approve the levying of the .25 percent sales tax for public safety.

ORDINANCE NO. 3845

**AN ORDINANCE LEVYING A RENEWED ONE-QUARTER PERCENT (0.25%)
RETAILERS' SALES TAX IN THE CITY OF OSAWATOMIE, FOR THE PURPOSE
OF PURCHASING EQUIPMENT FOR THE CITY'S FIRE AND POLICE
OPERATIONS, AND TO PAY OBLIGATIONS OF ANY CITY ISSUED DEBT TO
FINANCE PURCHASES FOR THESE SAME PURPOSES**

WHEREAS, the City of Osawatomie, has previously levied a one-quarter of one percent (.25%) retailers' sales tax for the purpose of financing equipment for the city's fire, police and municipal court operations (Public Safety Sales Tax); and

WHEREAS, the special retailers' sales tax approved on August 7, 2018 will expire on December 31, 2026; and

WHEREAS, by election held on November 7, 2023, a majority of the electors voting did approve the renewal of this one-quarter of one percent (.25%) retailers' sales tax in the City of Osawatomie, Kansas for the purpose of financing equipment for the city's police, fire and municipal court operations; and

WHEREAS, retailers will begin collecting this renewed Public Safety Sales Tax on January 1, 2027.

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

SECTION ONE: A majority of the electors voting thereon having approved, at the general election on November 7, 2023, the levying of an additional retailers' sales tax in the amount of one quarter of one percent (.25%), to take effect on January 1, 2027, and to be levied for ten (10) years until December 31, 2036, on retail sales consummated within the city of Osawatomie, in accordance with the provisions of K.S.A. 12-187 et seq., and amendments thereto. Such tax shall be in addition to the one percent (1.0%) retailers' sales tax currently levied in the City of Osawatomie, Kansas.

SECTION TWO: The revenues derived from the additional retailers' sales tax levied by this ordinance are hereby pledged for the purchase and installation of equipment for the City's fire and police operations, and the purchase and installation of any new, replacement or updated computer software for the City's fire, police and municipal court operations, and any such related computer hardware for the operation thereof, and to pay obligations of the City issued to finance purchases for these same purposes.

SECTION THREE: The additional retailers' sales tax shall be identical in its application and exemptions therefrom to the Kansas Retailers' Sales Tax Act, and all laws and administrative rules and regulations of the Kansas Department of Revenue relating to the state retailers' sales tax

shall apply to such the additional City retailers' sales tax insofar as such laws and regulations may be made applicable. The services of the Kansas Department of Revenue shall be utilized to administer, enforce and collect such additional retailers' sales tax.

SECTION FOUR: This ordinance shall take effect on January 1, 2027 and be in force from and after its passage, approval, and publication in the Official City Newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 28th day of March, 2024.

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



ACTION ITEM SUMMARY	Item Number:	10.B.
Resolution 1217	Date:	March 28, 2024
Director of Utilities	From:	Terry Upshaw

RE: Resolution authorizing the repair and purchase of lift station pumps.

RECOMMENDATION: Approve Resolution 1217

DETAILS, Several weeks ago City staff noticed, through our monitoring system that #1 pump in the south lift station was not pumping. Staff pulled the pump and determined it was not plugged. It was sent in for evaluation to JCI the local Flygt distributor and that evaluation determined that the pump, a 2006 model, is repairable. Staff also requested pricing for a replacement pump from JCI and Alliance Pump. Staff intends to install the new pump and store the repaired pump for a backup. This will provide redundancy and less wear on other existing pumps when a failure occurs.

COUNCIL ACTION NEEDED: Approve the repair of existing pump and purchase of replacement lift station pump.

STAFF RECOMMENDATION: Authorize City staff to proceed with repairs form JCI and purchase replacement lift station pump from Alliance Pump.

RESOLUTION NO. 1217

**A RESOLUTION AUTHORIZING REPAIR, AND THE PURCHASE
OF A NEW PUMP FOR THE SOUTH LIFT STATION**

WHEREAS, the City of Osawatomie, Kansas, owns and operates the Wastewater treatment and collection system; and

WHEREAS, the City of Osawatomie, in order to effectively move wastewater from collections to the treatment plant, it must utilize lift stations and pumps in those lift stations; and

WHEREAS, the City of Osawatomie, that in order to maintain redundancy within the lift station, pumps must be replaced when they fail or reach end of life expectancy.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, that the City Council hereby authorizes the purchase of a lift station pump from Alliance Pump & Mechanical Service Inc. for the amount of \$16,569.00 and the authorize JCI to repair existing pump for the amount of 12,023.00.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 28th day of March, 2024, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

Tammy Seamands, City Clerk

**Pump Run Time Variance Report****Osawatonic KS, City of****3/9/2024**

8th Street Lift Station	Pump 1	Pump 2	
Current Values	[118]	[124]	
Last 30 days average	61	59	
South Lift Station	Pump 1	Pump 2	Pump 3
Current Values	0	[914]	0
Last 30 days average	0	513	0

Key:

Runtime values shown in red [or enclosed in square brackets] are from yesterday's reports that exceeded normal runtime variance limits based on performance logged over the past 30 days.

Runtimes shown in green were considered normal, but are included for comparison.

MISSION recommends verifying normal operation at these sites.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Wednesday, March 6, 2024

Osawatomie KS, City of
100 11TH STREET
Osawatomie, KS 66064

Phone: 913 755-2146

Attention: Brice Ackerson

Subject: Osawatomie, KS - Flygt 3153 Repair

Quotation #: SEQT-78326TWIL
Please refer to this number when ordering

Brice Ackerson:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Trever Wilson

Trever Wilson

Service Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski

Sales Engineer
JCI Industries, Inc.
816-803-9607

Wednesday, March 6, 2024

Quote #: SEQT-78326TWIL

Item	Description	Qty	Unit Price
1.00	<p>Flygt 3153 Scope of Repair</p> <p>Found Upon Disassembly and Inspection:</p> <ul style="list-style-type: none"> Moisture has wicked though cable Stator passed surge & hipot testing Product water in coolant <p>The Following Will Be Completed:</p> <p>Finish cleaning all parts being reused for repair</p> <p>Replace the Following Purchased Parts:</p> <ul style="list-style-type: none"> Basic Repair Kit <ul style="list-style-type: none"> O-ring Kit Bearings Mechanical seals Washers and retaining rings 54' Power Cable FLS Seal Sleeves <p>Machine Work:</p> <ul style="list-style-type: none"> Balance rotor to G2.5 at operation speed Balance impeller on rotor to G2.5 at operation <p>Pressure test mechanical seals</p> <p>Fill unit with correct amount of coolant</p> <p>Prime and paint with industrial enamel</p> <p>Test run and document readings</p> <p>Final Inspection</p> <p>Prepare for Shipping</p> <p>Lead Time:</p> <ul style="list-style-type: none"> 2-3 Weeks from the time of ordering 	1	\$12,023.00
1.00	<p>New Flygt 3153.185-3109</p> <ul style="list-style-type: none"> Impeller Style: N (semi-open vane) Impeller Code: 462 Installation Type: P (guide rail mounted) 4" Discharge 20HP 460V 3Ph 50' Power cable FLS Included <p>Lead Time:</p> <ul style="list-style-type: none"> 8-10 Weeks from the time of ordering 	1	\$25,700.00

Terms & Conditions			
Lead Time	Please See Above	Payment Terms	NET 30
Shipping Method	JCI To Deliver	Shipping Terms	Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order.			



NO.	3112024
-----	---------

QUOTE DATE	3/11/2024
SALESMAN	Charlie
DIRECT PHONE #	816-489-0935
E-MAIL ADDRESS	cjohnson@alliancepump.com

CONTACT	Terry
PHONE #	
CELL #	
E-MAIL ADDRESS	

BILL TO ADDRESS:	SHIP TO ADDRESS:	PAYMENT TERMS	
PO Box 37		NET 30 DAYS	
Osawatomie, KS, 66064		FREIGHT TERMS	
		FOB POINT	FACTORY
		INCOMING	PREPAY & ADD
		OUTGOING	PREPAY & ADD
		SHIP METHOD	BEST WAY GROUND

[illegible]

Alliance
PUMP & MECHANICAL SERVICE INC.

A DXP Company

TERMS AND CONDITIONS

Notes and Exceptions:

1. Prices contained herein for items are firm for 30 days from date of quote (unless otherwise noted).
2. Freight FOB DXP or manufacturer's factory (unless otherwise noted).
3. Items quoted are subject to prior sale.
4. Field start-up, installation or supervision not included (unless otherwise noted).
5. Only the equipment as described within this quote will be provided in conjunction with the rate quoted herein.
6. Above equipment standard construction and paint (unless otherwise noted).
7. Other terms and conditions may apply to certain jobs and Progress Payments may be required at time of purchase order.
8. Purchase order for above equipment is subject to acceptance by an officer of DXP Enterprises.

All sales to terms and conditions at <http://www.dxpe.com/terms.html>

These Terms and Conditions govern all transactions between DXP Enterprises Inc., and the customer requesting credit terms. Exceptions to these terms are only granted in the event that a contractual agreement is signed by both parties which clearly stipulates that such agreement supersedes the terms set forth, or in the case that the original invoice states terms which differ than those terms listed below.

DXP Enterprises, Inc. prefers written purchase orders for all orders. If this cannot be provided, please sign and date the attached quote and return. By signing this quote request customer agrees to the above-mentioned Terms and Conditions.

Company Name

Authorized Buyer (Signature)

Authorized Buyer (Printed Name)

Date



ACTION ITEM SUMMARY	Item Number:	10.C.
Resolution 1218	Date:	March 28, 2024
Director of Utilities	From:	Terry Upshaw

RE: RESOLUTION NO. 1218

RECOMMENDATION: City Staff recommends that Council approve Resolution 1218 – A Resolution accepting the 2023 Annual Electric Report.

DETAILS: The City is required as a condition of our power purchase agreements to provide an Annual Electrical Report. This is for Governing Body and General Public information purposes.

Related Statute / City Ordinances	N/A
Line Item Code/Description	N/A
Available Budget:	N/A

**CITY OF OSAWATOMIE, KANSAS
RESOLUTION NO. 1218**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OSAWATOMIE
ACCEPTING THE 2023 ANNUAL ELECTRIC REPORT TO THE U.S.
DEPARTMENT OF ENERGY AS SUBMITTED BY STAFF**

WHEREAS, it is required that the city produce an annual electrical report to comply with power purchase agreements; and

WHEREAS, the annual electric report provides the Governing Body and community with an update on the overall operations of the Electric Utility; and

WHEREAS, it shows good financial and operations management responsibility to produce such a report.

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

SECTION 1. The City Council hereby accepts the 2023 Annual Electric Report as presented by staff.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 28th day of March, 2024, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

2023 Annual Report of the Electric System

City of Osawatomie, Kansas

Presented to the City Council

March 28, 2024



2023 ANNUAL REPORT OSAWATOMIE ELECTRIC SYSTEM

Description of the System

The City's electric system (the "System") was established in 1939 to provide electricity to the residents of the City, with numerous improvements and expansions occurring over the years. The System currently has 2,294 meters, an average hourly peak of 4.3 megawatts and a peak load of approximately 10.1 megawatts. In 2023 the system hit its historical peak of approximately 10.1 megawatts. The city distributes power on a 2400/4160, and 7200/12470 voltages through two interconnects with Evergy and three substations. The current power plant is comprised of the original power plant which was built in 1939, with a major addition added in 1968. In 2023, the electric system served approximately 4,300 residents of Osawatomie plus numerous businesses and industries.

As of the end of 2023, the city currently owns and operates 5.6 megawatts of onsite diesel generators and 12.0 megawatts of new onsite diesel generation, which primarily serve as emergency back-up and as capacity coverage for power the City purchases at wholesale pursuant to several purchase contracts described below. The existing purchase contracts provide the City with 4.3 megawatts of electricity during summer months and 3.3 megawatts during other times of the year. Between generating capabilities and purchase contracts, the City currently has the ability to provide up to 21.9 megawatts of power during summer months and 20.9 megawatts at other times.

Description of Existing Facilities of the System

The Electric Utility System consists of one plant building, a network of distribution facilities, necessary transformers and switch stations, and three generating units with the following capacities:

<u>Unit</u>	<u>Capacity</u>	<u>Manufacturer</u>	<u>Installation</u>
2	1800 KW	Nordberg	1957
4	1000 KW	Nordberg	1952
5	2800 KW	Nordberg	1967
11	2000 KW	Caterpillar	2016
12	2000 KW	Caterpillar	2016
13	2000 KW	Caterpillar	2016
14	2000 KW	Caterpillar	2016
15	2000 KW	Caterpillar	2016
16	2000 KW	Caterpillar	2016

New Generation Project

In December 2015, the City of Osawatomie issued \$6,095,000 in revenue bonds for a \$5.9 million project which will increase the capacity of the System, provide for a more secure source of power and reduce operating costs. The project includes the acquisition and installation of six 2-megawatt diesel powered generators, each of which has approximately two thousand hours (more or less) of run time. The generators are 2006 Caterpillar 3516 generators with diesel engines. The generators come with 480-volt step-up transformers and switch gear. As of the end of 2018, all six of the project generators were online and operable.

The project also provided for an upgrade to the 7th Street Substation and, the construction of a new 9th Street substation to replace the current power plant substation. These upgrades have allowed the city to begin a self-funded, staff-performed upgrade of the entire distribution system so the community can operate at the more efficient 12470 volts. The project also provided for the construction of a new 7,500 sq. ft., \$450,000 electric distribution building which was completed in the summer of 2019.

Now fully operational, the project generators have more than replaced the electricity capacity provided by the Nearman contract, by increasing to 21.9 megawatts. The capacity from the new generators alone will be sufficient for the System to provide all current necessary power to the City even if loses its connection to the regional electric distribution grid. The additional capacity will also allow the System to provide future service to a large area in the northern portion of the City that is currently undeveloped as well as potentially allow the System to sell electricity to other communities. Furthermore, due to the relatively high fixed and variable costs of the Nearman contract, the City has realized a net operating savings of at approximately \$240,000 a year by purchasing power elsewhere or generating power itself.

Generation Project Budget

	Updated Budget
PROJECT COSTS	
Generators	
Generator Units/Delivery	\$ 1,876,600
Warranty/Service Agreement (3 yrs.)	110,000
Load Testing & Startup	137,000
Substations	
7 th Street Substation Modifications	718,609
9 th Street Substation	1,823,712
New Electric Shop	450,000
Engineering/Permitting	366,050
Contingencies	403,819
TOTAL PROJECT COSTS	\$ 5,886,390
FINANCING	
Bond Proceeds	\$ 5,848,570
(Over)/Under Budget	\$ (37,820)

Electric Production

The following table shows the System's production and sales for the past five years.

<u>Year</u>	<u>kWh Generated</u>	<u>kWh Purchased</u>	<u>kWh Sold</u>	<u>% Loss</u>
2023	22,500	37,584,995	33,474,809	10.99
2022	16,200	35,882,641	30,614,267	14.73
2021	182,300	34,520,345	29,546,809	14.86
2020	37,250	34,221,132	28,277,049	17.46
2019	65,000	34,714,675	30,163,850	13.28

Note: The difference between kWh Generated and kWh Purchased less kWh Sold is primarily due to line loss and power provided for street lighting. As a result of undertaking the project and future improvements, the City anticipates eventually upgrading the system to a more efficient 12470 volts and reducing line loss to approximately 6-8%.

Power Supply Requirements

Peak demands and average energy loads are depicted in the following table. The City's staff believes that variation in peak and average is attributable to a number of factors including seasonal weather conditions.

<u>Year</u>	<u>Net Peak Demand</u>		<u>Average Load</u>	
	<u>MW</u>	<u>% Increase</u>	<u>MW</u>	<u>% of Peak</u>
2023	10.1	18.82	4.302	42.5
2022	8.5	0	4.095	48.1
2021	8.5	1.25	3.961	46.6
2020	6.8	-1.82	4.428	65.1
2019	8.3	-2.3	2.899	34.9
2018	8.5	0	4.127	48.6
2017	8.5	-4.5	3.862	45.4

Electric Power Supply Resources

The city meets its supply obligations to its electric customers through a combination of resources including the operation of its own power production facilities and through purchasing power under the Supply Agreements described below.

Supply Agreements

The ability of the System to service its Debt Service Requirements is in part contingent on the availability of a supply of electric energy. The following outlines agreements the City has for supply of electric energy. All of these contracts, with the exception of the arrangement with EMP1, are of a "take or pay" nature. However, there is no guarantee that the suppliers will not default on the obligation to supply electric energy to the System or that circumstances will not prevent the supply of electric energy to the System.

Available Capacity	2018	2019	2020	2021	2022	2023
On-site Generation	17.6	17.6	17.6	17.6	17.6	17.6
GRDA	3.0	3.0	3.0	3.0	3.0	3.0
SPA	0.4	0.4	0.4	0.4	0.4	0.4
WAPA	0.9	0.9	0.9	0.9	0.9	0.9
Subtotal	21.9	21.9	21.9	21.9	21.9	21.9

Grand River Dam Authority of Oklahoma (GRDA) – The City has a wholesale power agreement with the Grand River Dam Authority of Oklahoma (“GRDA”) via the Kansas Power Pool (“KPP”) in effect as of 2000 and expires in the year 2026. Under the terms of the agreement, GRDA agrees to supply 3.0 MW during summer months and 2.2 MW for all other months during a contract year at a formula-based rate. The City is actively looking to enter into another PPA to replace all or a part of this source.

Southern Power Administration (SPA) – A Hydro Power Pooling Contract from SPA, originally signed with the Kansas Municipal Energy Agency (KMEA) on December 20, 1983, was extended until midnight, December 31, 2018. In June 2019, the city agreed to an extension of the SPA agreement to June 1, 2034. The hydro peaking power is obtained from the Southwestern Power Administration (SWPA) through KMEA subject to the terms of a contract between those agencies. The City is allocated 400 kW capacity under this contractual arrangement.

Western Area Power Administration (WAPA)- A Hydro Power Pooling Contract between WAPA and KMEA provides power to 47 participating Kansas cities, including the City, through the KMEA. Power under this contract is scheduled to allow the City and other participants to avoid demand charges and replace high-cost peak-hour energy. The pooling contract between WAPA and KMEA is effective until 2054. The City is allocated 852 kW during the summer months and 742 kW during the winter months under this arrangement.

Energy Management Project No. 1 (EMP1) Under the EMP1 arrangement, six participating Kansas cities of KMEA—Osawatomie, Baldwin, Gardner, Garnett, Ottawa and Pomona—have combined their electric systems for the purpose of purchasing power as a centrally dispatched group and to manage power resources in the Nearman, GRDA, SPA and WAPA projects. EMP1 is also used to jointly purchase load following service from Evergy. The EMP1 arrangement does not involve a minimum purchase amount or price.

Solar Array- The City signed a Power Purchase Agreement with Evergy on September 15 2022 to purchase energy produced by the proposed single axis tracking system with a nameplate rating of 6.435 MWDC. This array is scheduled to begin construction in October of 2023, with an online date of November 2024. This will increase Osawatomie’s available capacity from 21.9 to approximately 28.3 MW.

2022			2023		
SOURCE	KWH	TOTAL COST	SOURCE	KWH	TOTAL COST
GRDA	22,968,000	\$1,429,711.14	GRDA	22,968,000	\$1,371,428.47
SPA	754,875	\$31,070.55	SPA	645,450	\$30,381.37
WAPA	2,802,925	\$90,747.09	WAPA	2,802,925	\$105,111.29
EMP1	-	(\$43,076.98)	EMP1	-	(\$7,319.77)
SPP CHARGES	34,520,300	\$1,898,660.90	SPP CHARGES	37,585,000	\$988,277.91
SPP CREDITS	26,532,559	(\$1,314,196.64)	SPP CREDITS	(26,416,380)	(\$643,091.80)
SPP Resettlements	-	(\$188,247.00)	SPP Resettlements	-	(\$143,252.08)
TRANSMISSION	-	\$229,388.28	TRANSMISSION	-	\$275,244.15
TOTAL	35,882,641	\$2,134,057.34	TOTAL	37,584,995	\$1,976,779.54

Cost of Electricity by Source

Note: Total annual cost figure shown above do not exactly match contractual costs of electric production shown in the City's audited financial statements due to timing of billing by power providers and payment by the City.

Largest Electric Utility Customers

The following table lists the top 10 largest users of the System for 2023

<u>Customer</u>	<u>Product or Service</u>	<u>Purchased kWh</u>	<u>Billing</u>	<u>Percentage of Total System Charges</u>
USD #367	School District	3,453,412	\$ 364,069	9.17%
Osawatomie State Hospital	KS State Mental Hospital	3,216,000	309,948	7.81%
Life Care Center	Nursing Home	1,497,840	154,723	3.89%
City of Osawatomie	Government Utilities	1,408,312	169,922	4.15%
Casey's General Store x 2	2 Convenience Stores	803,448	80,431	2.02%
Tri-Ko INC	Community service Provider	351,844	46,455	1.1%
Vintage Park	Assisted Living	276,080	30,349	.7%
Sonic	Restaurant	236,271	24,502	.6%
Crystal/Justin Metcalf	Long/Short Term Rental Rooms	202,167	33,662	.8%
UPRR	Transportation	187,367	26,205	.6%
Subtotal		11,632,741	\$1,235,269	30.84%

Sales

The following table indicates the sales by type of customer for 2022 and 2023. Demand charge is figured in with totals, but not shown in the table.

<u>Type</u>	<u>2022 Sales</u>	<u>Active Meters</u>	<u>2023 Sales</u>	<u>Active Meters</u>
Residential	\$2,620,824	1,773	\$2,442,537	2,038
Commercial	1,164,241	192	1,353,987	194
Industrial	11,822	2	7,168	2
City	<u>165,135</u>	<u>60</u>	<u>165,534</u>	<u>60</u>
Total	\$ 3,962,022	2,027	\$4,157,683	2,294
Total kWh	30,614,267		33,474,809	

Historical Customers

The following table sets forth the historic number of customers served by the System for the years indicated

<u>Year</u>	<u>Customers</u>
2023	2,294
2022	2,027
2021	2,020
2020	2,053
2019	2,097
2018	2,074
2017	2,097

Note: Increase in customers is a result from how multiple meters at an address are counted. Only minor changes in the number of meters.

RATES AND CHARGES

Utility System Billings and Collections

The System bills customers monthly on an individual basis. Under present policies, utility bills are due when received, but contain a delinquency date which provides ten days for payments. Service is terminated if full payment is not received within 20 days after notice of termination is given. Customers can request a hearing after notice of termination is given and termination may be postponed under certain circumstances.

State and Federal Regulation

The rates, fees and charges for electric service through the System as currently constructed and operated will be exempt from rate regulation by the Kansas Corporation Commission. The precise nature and extent future government regulation and the resulting impact of such regulation on the operation and profitability of the System cannot now be determined. The City has covenanted in the Resolution to comply with all such governmental regulation.

Electric Service Rates

In May of 2022, the city implemented an effective average rate increase of .008 per kilowatt hour.

In August of 2019, the city implemented an effective average rate increase of approximately \$0.005 per kWh to again bridge the gap between the current operating costs and expected excess capacity sales to occur in 2021 and forward. Those increases are reflected in the projected financials below. The City maintains the right and has covenanted in the Ordinance authorizing the issuance of the Bonds to increase fees and charges as needed to ensure adequate revenues to operate the utility, pay debt service on outstanding bonds, and provide required reserves.

For 2018, the city raised rates by an average of 3.95%, which would have generated an additional \$135,000 if applied to 2017 sales. The need for the increase was the result of increased operational costs, mild weather for several years, the loss of the grocery store in 2016, which was a major customer, and delays in selling some of the system's excess capacity.

Prior to 2018, the City's rates had not been increased since, September 25, 2008. In 2010 rates were reduced slightly and in 2012 the monthly Residential and Small General meter charges were reduced by \$1. In 2015, the City made a change in the ECA calculation method to capture the savings from the termination of the Nearman contract and the application of that savings to the bond payments for the project.

Residential* Meter	
Charge	\$11.75
First 500 kWh per month	\$0.119
All kWh over 500 kWh per month	\$0.093
Small General*	
Meter Charge	\$15.00
First 500 kwh per month	\$0.119
Next 4,500 kwh per month	\$0.108
All over 5,000 kwh per month	\$0.093
Large General (Demand Meters) *	
Monthly Customer Charge	\$80.00
Demand	Minimum kW demand or 60% of highest
Demand Charge per kW of Demand	\$5.858
Usage Rate for first 150 demand kWh (150 x demand)	\$0.078
Usage Rate for next 150 demand kWh (150 x demand)	\$0.072
Usage Rate for all additional kWh	\$0.063
Minimum bill	demand + customer charge
School District*	
Demand Meters	
Monthly Customer Charge	\$80.00
Demand	Minimum kW demand or 60% of highest summer kW demand
Demand Charge per kW of Demand	\$5.858
Usage Rate for first 150 demand kWh (150 x demand)	\$0.074
Usage Rate for next 150 demand kWh (150 x demand)	\$0.068
Usage Rate for all additional kWh	\$0.063
Minimum bill	demand + customer chg.
City Use & School District Non-Demand*	
Usage Rate kWh per month	\$0.101
Outside City limits	50% over rates listed above
Energy Cost Adjustment (ECA) Charge*	
Base Rate for Calculation (Calculation in Ordinance)	\$.048/kWh beg May 2021
ECA Calculation Period	Based on energy costs for actual billing period

* ECA applied to all electric rates.

Note: 15-312. Energy Cost Adjustment (ECA).

(a) All electric bills are subject to a monthly Energy Cost Adjustment (ECA) and shall be calculated as follows:

The rate for energy to which this adjustment is applicable shall be adjusted by \$.0001 per kilowatt-hour (kWh) in the aggregate cost of energy as computed by the following formula:

$$((P + G + O) / (K + C)) \times L - (B) = \text{Adjustment}$$

P = The current month actual total cost of power purchased.

G = The current month actual total cost of City generation.

O = The current month actual total cost of any other associated power supply expenses.

K = The current month actual total kWh of the delivered purchased power.

C = The current month actual total kWh of the delivered City generation power.

L = The current City losses determined annually $((\text{Purchased Power} + \text{City Generation}) - \text{City Billed}) / \text{City Billed}$.

B = The Base will be established by a fee resolution, as specified in Section 15-308

Future Rate Increases

In December of 2020, the City complete an electric rate review which will include a transformer impact fee to accounts for the increasing number of service upgrades being done in our residential areas. The City maintains the right and has covenanted in the Ordinance authorizing the issuance of the Bonds to increase fees and charges as needed to ensure adequate revenues to operate the utility, pay debt service on outstanding bonds, and provide required reserves.

Electric System Competition

The city has authority to provide electric service to customers within the boundaries of the City. The city is singly certificated and it alone is authorized to provide electric service in the city.

2023 Annual Rate Comparisons to Evergy

<u>Customer Examples</u>	<u>Osawatomie</u>			<u>Evergy</u>		
	<u>kWh</u>	<u>Total Cost</u>	<u>\$/kWh</u>	<u>Total Cost</u>	<u>\$/kWh</u>	<u>% Diff</u>
Residential (non-demand)	864	\$ 119	\$ 0.138	\$90	\$ 0.105	27.7%
Small General Service (non-demand)	1,500	206	0.138	224	0.150	(8.37)%
Medium General Service (demand)	100,000	9,881	0.099	8,551	0.086	14.4%

DEBT STRUCTURE OF THE SYSTEM

Current Indebtedness of the System

The following table sets forth all of the outstanding obligations of the System as of December 31, 2023:

<u>Project</u>	<u>Series</u>	<u>Original Amount</u>	<u>Principal Outstanding</u>	<u>Final Maturity</u>
Electric Utility System Revenue	2015-A	\$6,230,000	\$4,200,000	09-01-35

Historical & Projected Financials

The following is a summary of the historical *revenues*, operating expenditures, and payments of bonds for the System.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Revenues	\$ 3,748,846	\$ 3,653,841	\$ 4,980,860	\$ 4,416,631	\$4,563,269
Operation & Maintenance Expense (1)	<u>2,539,762</u>	<u>2,225,028</u>	<u>3,745,489</u>	<u>3,454,629</u>	<u>3,732,947</u>
Net Income	1,209,084	1,428,813	1,235,371	962,002	830,322
Debt Service	\$ 432,501	\$ 434,100	\$ 435,353	\$ 353,126	\$353,126
Debt Service Coverage	2.80x	3.29x	2.83x	2.72x	2.35x

The following is a projected summary of the *future* revenues, operating expenditures, and payments of Bonds for the System.

	<u>2024</u>	<u>2025</u>
Revenues	\$4,415,067	\$4,547,519
Operation & Maintenance Expense	3,153,778	3,311,466
Net Income	\$1,261,289	\$1,236,053
Debt Service	\$ 431,525	\$ 431,525
Debt Service Coverage	2.92x	2.82x

- (1) Excludes capital outlay expenditures and discretionary transfers out of the System for non-utility related purposes (e.g., recreation, golf course, tourism, general capital improvements). Such transfers are subordinate to the repayment of the Bonds and may only be made from the Surplus Fund.
- (2) As a result of completion of the Project and termination of its purchase contract with Nearman Creek Power Plant, the City experienced a net decrease in operation and maintenance costs of approximately \$240,000 per year. Additionally, the City anticipates lower production costs due to reduction of line loss and future potential revenue growth from the sale of power made possible by the Project.

Sources: Historical Financials - Audited Financial Statements

Revenue & Expense Projections – City of Osawatomie Debt Service Requirements - 2015-A Issuance Debt Service Schedule

RESOLUTION NO. 1219

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE ON JUNE 29, 2024, TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED AREAS DURING THE OSAWATOMIE LIGHTS ON THE LAKE CELEBRATION.

WHEREAS, the 2024 Osawatome Lights on the Lake Celebration will be held at various locations within the City of Osawatome and having approved the Special Event Permit for the Osawatome Lights on the Lake Celebration at its March 14, 2024 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on June 29, 2024, from 4:30 p.m. to 11:00 p.m. provided the Osawatome Lights on the Lake Celebration complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Osawatome City Lake. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption.

Resolution No. 1219, cont.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas
this 28th day of March, 2024, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



ACTION ITEM SUMMARY	Item Number:	10.E.
Resolution 1220	Date:	March 20,2024
Director of Utilities	From:	Terry Upshaw

RE: Approve the repair of 2014 Altec/International bucket truck

RECOMMENDATION: Approve Altec to make repairs to 2014 bucket truck.

DETAILS: During annual inspection and testing, Altec noticed the cable rack and slides located inside the boom of the 2014 Altec/International bucket truck were broken. The racks and slides keep hydraulic hose in the correct position when the boom slides in and out for extension and retraction. Since these parts are broke the hoses began to show damage and also need replacing. Altec submitted a quote for the repairs in the amount of \$12,947.49.

COUNCIL ACTION NEEDED: Approve Resolution 1220

RESOLUTION NO. 1220

**A RESOLUTION AUTHORIZING THE REPAIR OF THE 2014
ALTEC/INTERNATIONAL BUCKET TRUCK**

WHEREAS, the City of Osawatomie, Kansas, owns and operates the electric distribution system; and

WHEREAS, the electric department needs certain specialized equipment on-hand to operate and maintain the distribution system; and

WHEREAS, that equipment needs to be maintained and repaired in order to provide safe operational condition.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, that the City Council hereby authorizes the repair of the 2014 Altec/International bucket truck.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 28th day of March, 2024, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



CITY OF OSAWATOMIE

CITY MANAGER'S REPORT

March 28, 2024

Water Treatment Plant Status:

Governmental Assistance Services applied on our behalf for an \$8M grant to assist with the distribution system and a \$1M grant to assist with design of the new plant. Neither grant has a match requirement and both are through the Kansas Water Office. While USDA-RD has the final, updated cost estimate from BG Consultants for the water treatment plant, we are still waiting for the letter of conditions. The hold up appears to be the gridlock in Washington D.C. The new plant's cost estimate is \$27,150,000. We will add to this the \$2,500,000 in temporary notes that will be rolled into the long-term financing and we have effectively, the \$30,000,000 USDA Loan/Grant. \$17M will be a loan and \$13M will be grant dollars. The \$17M loan amount is what the water committee was working with and what the water rate study assumed when we conducted the water rate analysis in 2022.

Wastewater Treatment Plant Status:

We await final word from the contractor on a final completion date, but a solution to the blowers has been approved by the manufacturer that will also comply with warranty requirements. The cost is less than \$7,000 and will be paid by the contractor. All other punch list items have been taken care of.

Evergy Solar Array Development:

Civil work has been complete and the staking group was at the site during the last week of February getting ready for the electrical crew who will initially be working on the trenching. The civil contractor does have a few things left to do, such as placing rock around the transformers once they are in place and under the inverters once trenching is done. They will also come back closer to the end of the project to do some cleanup of the roads and laydown if anything is disturbed by the rounds of construction coming. The installation of the posts has begun. Racking material is on site and the panels are expected to be delivered on or about April 1. Pictures of the site are at the end of this report.

Lead/Copper Inventory:

While there's still a lot of work to do, we've removed from the list of possible lead services, all homes built after 1986 and any homes that could be identified as having their service lines replaced through building permit records. The next steps will be to provide 120Water with plans for street projects that had water mains and services replaced as part of the project (i.e. Brown and 6th, Walnut, Main St.). We have begun to hydrovac services to identify those materials. We also have the option to test water (which we did a sample of 20+ homes last year), and we also have the option to try and send letters back out to all residents and ask them to self-report their water line material if they know what it is.

Levee Certification / Flood Insurance Rate Map Revisions – Status Update:

The Letter of Final Determination (LFD) was originally scheduled for release on March 12, 2024, but it has been moved to March 26. If that goes as planned, the effective date will be September 26. However, there is one issue that is being discussed on how to resolve with FEMA. There are a few instances where the backwater Base Flood Elevation (BFE) shown on the map is rounded down when they should have been rounded up. The profiles and Floodway Data Table in the Flood Insurance Study (FIS) report are correct. We will provide more details on where the error occurs, and what the resolutions is when we can. If we are allowed to move forward with the LFD, it will require approval from FEMA Headquarters to make the change. If we are not allowed to move forward, we will need to issue a revised preliminary map and restart the appeal period.

Anyone who would like to view the current flood insurance rate maps can view them here:

<https://gis2.kda.ks.gov/gis/osawatomie/>

August 8, 2022	Kickoff Meeting
September 8, 2022	Provide Review Comments to Certification Data
November 29, 2022	Distribute Preliminary Flood Insurance Rate Maps (FIRMs)
January/February 2023	Community Coordination & Outreach (CCO) meetings
February 2023	End CCO Meetings
Spring 2023	Appeals Period (90 days from date of last publication)
Spring 2024	Letter of Final Determination
Summer 2024	Final FIRMs established and effective

2023 Street Improvements:

Water line replacement on 6th Street has progressed significantly, with few issues. We have found three underground tanks thus far. KDHE was contacted and the proper procedures followed to remove all three tanks. Kansas Gas continues relocating gas lines. Thus far the water line contractor has installed over half of the main (~3,000 LF) and continues to work on services. Work continues on the installation of the stormwater system on 6th Street as well.

Lastly, we continue to evaluate our ability to design and finance the next round of streets. Due to the uncertainty that remains for 6th Street because there is so much work that has yet to be done, we will likely not be looking to enter into a design contract this year for the 2025 streets (you'll remember these streets have been approved for full depth replacement and are mainly around the middle school and first street from Main to the levee). A more likely scenario, so we do not lose momentum on the progress we have made, will be to estimate a cost to mill and overlay Parker from 12th to the city limits, the 500 block of Main, as well as East Main Street to the on/off ramps of US 169.

AMI Meter Update:

We are still moving forward with the AMI system and we continue to look for grants to offset the cost. As a reminder, the cost is \$1,500,000 and that is split roughly 50/50 between the water and electric fund. We expect to start receiving meters in March or April of next year. Our utility crews will install the electric meters and we expect to contract out the installation of the water meters.

City Policies and General Organization:

As we go through this year, one of the goals we are working on accomplishing as a staff is to gather up loose policies that have been established over the years, evaluate their purpose and effectiveness, and either 1.) get them codified into an existing set of policies (i.e. Personnel Policies, Financial Policies, or City Code), or 2.) repeal the policy or policies. We have conflicts in some areas and we have started to clean those up with the travel policy, reinstatement policy, and utility billing policy, but there are most likely more. The intent is to streamline everything, make them more user friendly, and reduce confusion. One such example of this are the council policies. Additionally, we have records that need to be gone through and cleaned out if the retention requirements have been met. This applies not only to paper documents but electronic ones as well.



