

OSAWATOMIE CITY COUNCIL  
AGENDA

February 22, 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. February 22, 2024 Agenda
  - B. February 8, 2024 Meeting Minutes
  - C. Pay Application(s)
    - BG Consultants – Northland Interceptor Sewer - \$5,110.00
    - BG Consultants – Wastewater Treatment Plant - \$3,750.00
    - BG Consultants – KDOT/TA JB & So. Levee Loop - \$535.50
    - BG Consultants – 6<sup>th</sup> Street Reconstruction - \$6,094.00
    - Crossland Heavy Contractors – WWTP Const. - \$80,380.72 (*Partial Retention Release*)
6. Comments from the Public

*Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Public Hearing - *None*
8. Presentations, Proclamations, and Appointments
  - A. Appointment of New and Returning Members to the Osawatombie Planning & Zoning Commission
9. Unfinished Business
  - A. Resolution 1204 – Amending Financial Policies on Travel for City Business (Silsbee)
  - B. Resolution 1206 – Authorizing the Purchase of a Replacement Fire Truck (Chief Sharp)
10. New Business
  - A. Ordinance 3842 – Amending Right of Way Ordinance – Chapter 12, Article 10 (Silsbee)
  - B. Resolution 1207 – Standardized Closure Policy of City Facilities (Silsbee)
  - C. Resolution 1208 – Authorizing the Application for a Hawkins Grant for Memorial Hall (Moon)
  - D. Ordinance 3843 – Amending Chapter 15, Article 1 Regarding Utility Deposits (No Action)
  - E. Ordinance \_\_\_\_ - Discussion on Possible TNR Program Guidelines (No Action)
  - F. Resolution 1209 – Authorizing Change Order #1 for 6<sup>th</sup> Street (Silsbee)
  - G. Resolution \_\_\_\_ - Authorizing the Purchase of a New Boiler for City Hall (No Action)
  - H. Resolution \_\_\_\_ - Authorizing the Purchase of New Servers for City Hall and OPD (No Action)
  - I. Resolution \_\_\_\_ - Authorizing Work at the Water Intake to Remove Silt (No Action)
  - J. Resolution 1210 - Supporting the Application for Congressionally Directed Spending at John Brown Memorial Park
11. Executive Session
  - A. Consultation with City Attorney – Attorney Client Privilege – K.S.A. 75-4319(b)(2)
12. Council Report
13. Mayor's Report
14. City Manager & Staff Report
15. Adjourn

*NEXT REGULAR MEETING – March 14, 2024*

OSAWATOMIE CITY COUNCIL  
AGENDA

March 14, 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 14, 2024 Agenda
  - B. February 22, 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. Ordinance 3843 – Amending Chapter 15, Article 1 Regarding Utility Deposits
  - B. Ordinance \_\_\_\_ - Discussion on Possible TNR Program Guidelines (no action)
  - C. Resolution \_\_\_\_ - Authorizing the purchase of a new boiler for City Hall
  - D. Resolution \_\_\_\_ - Authorizing the purchase of new servers for City Hall and OPD
  - E. Resolution \_\_\_\_ - Authorizing work at the water intake to remove silt
10. New Business
  - A. Resolution \_\_\_\_ - Authorizing the Purchase of a New Skid Steer
  - B. Resolution \_\_\_\_ - Amending Personnel Policies Regarding Residency Requirements
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

*NEXT REGULAR MEETING – March 28, 2024*

Osawatomie, Kansas. **February 8, 2024.** The Council Meeting was held at Memorial Hall located at 411 11<sup>th</sup> Street. Mayor Nick Hampson called the meeting to order at 6:30 p.m. Council members present were: Schasteen, Macek, Diehm, Dickinson, Henness, Bratton, Filipin and Caldwell. 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. Members of the public were: Dale Samuels, Michelle Burroughs and Leigh Ann McLean.

**INVOCATION.** – Pastor Dale Samuels – Faith Community Church

**CONSENT AGENDA.** Approval of February 8, 2024 Agenda, January 25<sup>th</sup> Council Meeting Minutes. **Motion** made by Dickinson, seconded by Schasteen to approve the consent agenda with the correction to change that Council member LaDuex was not present and Council member Henness was present. Yeas: All

**COMMENTS FROM THE PUBLIC.** – None.

**PUBLIC HEARINGS.** - None.

**PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.**

**APPOINTMENT OF KAREN LADUEX TO THE TOURISM COMMITTEE FOR BORDER WAR BBQ** – **Motion** made by Bratton, seconded by Filipin to appoint Karen LaDuex to the Tourism Committee for the Border War BBQ. Yeas: All.

**UNFINISHED BUSINESS.**

**ORDINANCE 3841 –ANNEXATION OF CITY OWNED PROPERTY** - In 2021, the city council authorized the purchase of the Hays property, just south of the Osawatomie Lake Dam. Regardless of whether the council authorizes the sale of the property or not, it only makes sense to bring this small parcel of property into the city limits as well as the other part of the former Hays property.

We need to request the county commission make certain findings prior to annexation and receive their consent per KSA 12-520c, subsections (a) through (c). Assuming that consent is given, the Council could take up the annexation matter at the first meeting possible once the statutory requirements have been met.

Under KSA 12-520c(a), the following shall occur or otherwise be true:

(1) The land is located within the same county as the city; (2) the owner or owners of the land petition for or consent in writing to the annexation of the land; and (3) the board of county commissioners of the county, by a  $\frac{2}{3}$  vote of the members thereof, find and determine that the annexation of the land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county.

The balance of this statute is as follows:

(b) No land adjoining any land annexed by any city under the provisions of this section shall be deemed to be adjoining the city for the purpose of annexation under any other act or section of this act until the adjoining land or the land annexed under this section shall adjoin the remainder of the city by reason of the annexation of the intervening territory.

(c) Whenever the governing body of any city deems it advisable to annex land under the provisions of this section, the governing body shall by resolution request the board of county commissioners of the county to make a finding as required under subsection (a)(3). The city clerk shall file a certified copy of the resolution with the board of county commissioners who shall, within 30 days following the receipt of the resolution, make findings and notify the governing body of the city of the board's decision. **Motion** made by Schasteen, seconded by Caldwell to approve Ordinance 3841 – Annexing Land to the City of Osawatomie as presented. Yeas: all.

## **NEW BUSINESS.**

**RESOLUTION 1203 – AMENDING PERSONNEL POLICIES – INCORPORATION OF HSA GUIDELINES** – The City of Osawatomie introduced health savings accounts (HSA) for eligible employees in 2023 as part of the health insurance benefits package. Our existing personnel policies need to be amended to include relevant information on this new addition to our benefits, specifically the amount of employer contribution and annual coverage details. **Motion** made by Schasteen, seconded by Dickinson to approve Resolution 1203 – Amending the personnel policies for the City of Osawatomie, Kansas to include information and regulations related to employee health savings accounts (HSA) as presented. Yeas: All.

**RESOLUTION 1204 – AMENDING FINANCIAL POLICIES ON TRAVEL FOR CITY BUSINESS** (no action) - Historically, City travel policies have been scattered across various documents, leading to confusion and inefficiencies. The objective of creating a unified Travel Policy, is to combine these policies into one clear and user-friendly document for employees. The unified policy enhances clarity and ease of understanding. At the same time, this will allow us to update our reimbursement procedures to reflect the best practices observed in neighboring municipalities, ensuring our policies are not only equitable but also in harmony with current industry norms. With the implementation of these changes, we anticipate improved efficiency, less administrative work, and better understanding of policies for our employees to undertake official travel with confidence.

**RESOLUTON 1205 – AMENDING PERSONNEL POLICIES ADDRESSING REINSTATEMENT**- After the council voted to amend the personnel policies to include volunteer fire fighters in the annual distribution of longevity payments, it was noticed that an additional section of the personnel policies needed to be amended to clarify not just longevity payments, but reinstatements of former employees in general.

This resolution clarifies and aligns the reinstatement policy with the longevity pay policy to state clearly that:

1. The former employee must have left their former position voluntarily and in good standing;
2. Such separation shall not be as a result of retirement;
3. Separation by the former employee left that individual eligible for rehire;
4. The duration between the two terms of service shall be equal to or less than 30 days;

The language related to KPERS retirees returning to work remains unchanged and driven for the most part by KPERS policies. **Motion** made by Macek, seconded by Filipin to approve Resolution 1205- Amending the personnel policies for the City of Osawatomie, Kansas to clarify reinstatement rights and benefits available to reinstated employees as presented. Yeas: All.

**RESOLUTION 1206 – AUTHORIZING THE PURCHASE OF A USED FIRE TRUCK** (no action) - In 2022, the Fire department began to advise that Engine 41 was nearing the end of its life. We requested research to be done and information provided regarding specs for a replacement vehicle, but schedules and other projects always seemed to be in the way.

As was mentioned at a previous council meeting, the fire department is in need of replacing Engine 41 because it's no longer reliable or useful as a fire truck. The fire department has researched used vehicles and new vehicles to replace this unit and has identified a couple of options. Chief Sharp will be present at the February 22 council meeting to walk through the issues with Engine 41 as well as discuss what the used fire truck market is like currently, as well as discuss a couple of options to purchase new as well.

Keep in mind that the quarter cent public safety sales tax renewal that was on the November ballot last year passed and will be renewed on 1/1/2027, the day after the current public safety sales tax expires. Currently, our public safety sales tax raises around \$9,000/year. Once Victory Chevrolet sales taxes are received, I estimate the sales taxes collected on this public safety sales tax to at least double.

**EXECUTIVE SESSION - Motion** made by Dickinson, seconded by Henness that the City Council recess into closed, executive session for the purpose of discussing personnel matters of nonelected personnel pursuant to the exception K.S.A. 75-4319 (b)(1). The closed meeting will last 30 minutes and will resume here in Memorial Hall at 7:33 p.m. Also attending will be City Manager Bret Glendening. Yeas: All.

The council meeting resumed to open session at 7:33 p.m. with no action taken

## **COUNCIL REPORTS**

Cathy Caldwell ~ I met with the TNR program and had a really good discussion. They have some really good information to send out. I look forward to taking about it at the next meeting. I hope that everyone enjoys their Chiefs celebrations.

Tammy Filipin ~ I wanted to thank everyone for their thoughts and prayers for our family regarding our house. Thank you Terry for helping us with our water issues.

Dale Bratton ~ It has been a complaint time for streets. 9<sup>th</sup> Street between Chestnut and Walnut has a bad spot and Main from 12<sup>th</sup> to 18<sup>th</sup>.

### **MAYOR'S REPORT**

Nick Hampson ~ The legislative breakfast is this weekend at the Osawatomie High School.

I have seen Trevor filling a lot of pot holes on 6<sup>th</sup> Street. They are trying their best to stay on it.

### **CITY MANAGER & STAFF REPORTS.**

Bret Glendenning ~ We will have a ground breaking for 6<sup>th</sup> Street on February 22<sup>nd</sup> prior to the council meeting.

In 2020, Resolution 812 was passed directing staff to establish a plan for the repair and renovation of Memorial Hall. In 2022, we replaced the roof. I am in the process of putting together a Hawkins Grant to start remodeling the interior. I have let them know that the City does not have any matching funds. There are several things to be done like remodeling the bathroom, kitchen, stage, sound system and HVAC. This project will likely be a three-to-four-year project. We have received a quote to have the chairs steamed cleaned for \$5 per chair.

Chad Tenpenny thinks that he has a pathway forward to help us get \$2 million dollars for infrastructure work around the cabin in the park. We are looking at a trip to DC in early march.

Michele Silsbee ~ 6<sup>th</sup> Street from Kelly to the levee will be closed starting Monday. It will be shut down for about a month.

### **OTHER DISCUSSION/MOTIONS.**

**Motion** made by Macek, seconded by Schasteen to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:47 p.m.

/s/ Tammy Seamands  
Tammy Seamands, City Clerk

**INVOICE**

February 6, 2024

City of Osawatomie  
Attn: Bret Glendening  
439 Main Street  
Osawatomie, KS 66064

Re: Northland Interceptor Sewer Improvements  
Osawatomie, Kansas  
23-1404L

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of January 2024 as follows:

<b><u>Contract Amount - Design, Property Acquisition, and Bid Phases</u></b>	<b>\$146,000.00</b>
3.5% of Project Complete	\$5,110.00
-Previous Invoices:	\$0.00
<b>Total Amount Due:</b>	<b>\$5,110.00</b>

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Sincerely,

BG CONSULTANTS, INC.



David J. Hamby, P.E., CFM  
Principal

**INVOICE NO. 38**

February 5, 2024

Bret Glendening, Deputy City Manager  
 City of Osawatomie, Kansas  
 439 Main Street  
 Osawatomie, KS 66064

Re: 20-1414L - Osawatomie WWTP Improvements

-----Invoice for Consulting Services-----

 This invoice is for services which were performed during the month of **January** as follows:

**Engineering Services:**

<b><u>Task</u></b>	<b><u>Lump Sum Amount</u></b>	<b><u>Completion Progress</u></b>	<b><u>Total</u></b>
1. Preliminary Design Phase	\$117,000.00	100.0%	\$117,000.00
2. Final Design Phase*	\$92,000.00	100.0%	\$92,000.00
3. Bidding and Negotiating Phase	\$20,000.00	100.0%	\$20,000.00
4. Approvals and Permitting	\$15,000.00	100.0%	\$15,000.00
5. Construction Substantial Completion	\$5,000.00	75.0%	\$3,750.00
*Updated, refer to Contract Amendment 01			
<b>Subtotal Amount Due:</b>			<b>\$3,750.00</b>
Total Completed to date:			\$247,750.00
Prior Billings to Date:			\$244,000.00

**Resident Project Observation**

<b>Contract Amount</b>	<b>\$</b>	<b>234,000.00</b>	
Work Completed to Date	\$	234,000.00	100.0%
Work Previously Billed	\$	234,000.00	
<b>Subtotal</b>		<b>\$0.00</b>	

**Additional Services**

<b>Contract Amount</b>	<b>\$</b>	<b>5,000.00</b>	
Work Completed to Date	\$	5,000.00	100%
Work Previously Billed	\$	5,000.00	
<b>Subtotal</b>		<b>\$0.00</b>	
<b>Total Amount Due:</b>			<b>\$3,750.00</b>

Sincerely,

BG CONSULTANTS, INC.



Abby Mills, PE, CFM  
 Project Engineer

\* **by email only** \*

City of Osawatometie  
 Attn: Bret Glendening, Deputy City Manager  
 439 Main Street  
 Osawatometie, KS 66064

February 6, 2024

**INVOICE #11**

Re: John Brown and South Levee Loop  
 Osawatometie, Kansas

BG Project No. 23-1109L

-----**Invoice for Consulting Services**-----

This Invoice is for services performed during the month of January 2024 as follows:

	Lump Sum		
	Amount	% Complete	<b>Subtotal</b>
<b><u>Design Phase Services</u></b>			
Design Services (Lump Sum Fee).....	\$ 214,200.00	83.50%	\$ 178,857.00
		<b>Subtotal #1 =</b>	<b>\$ 178,857.00</b>
Professional Services Billed this Invoice.....			<b>\$ 114,704.10</b>
Total Professional Services Billed Thru this Invoice.....			<b>\$ 178,857.00</b>
Contract Value of Professional Services Remaining.....			\$ 35,343.00

**Reimbursable Expenses**

None this month.....	\$ -
	<b>Subtotal #2 =</b>
	<b>\$ -</b>
Total Reimbursable Expenses Billed Thru this Invoice.....	\$ -

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 178,857.00
Less Previous Amount Billed (Thru Invoices: #10).....	\$ 178,321.50
Total Amount Owed this Invoice.....	\$ 535.50
Plus Previous Invoices Unpaid ( <i>none</i> ).....	\$ -
Total Amount Owed to Date.....	\$ 535.50

<b>TOTAL AMOUNT DUE THIS INVOICE</b>	<b>\$ 535.50</b>
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For questions, please contact me at 785-749-4474 or [diane.rosebaugh@bgcons.com](mailto:diane.rosebaugh@bgcons.com).

Sincerely,



Diane Rosebaugh, P.E.  
 Project Manager | Associate Principal

\* **by email only** \*

City of Osawatomie

February 6, 2024

Attn: Bret Glendening, Deputy City Manager

439 Main Street

**INVOICE #23**

Re: 2022/2023 Street Improvements in Osawatomie, Kansas

BG Project No. 22-1139L

Main St. Terr. (18th St. to 16th St.) / Walnut Ave. (6th St. to 4th St.) / 18th St. (Main St. to Brown Ave.)

Brown Ave. (12th St. to 7th St.) / 6th St. (Lincoln Ave. to Kelly Ave.)

-----**Invoice for Consulting Services**-----

This Invoice is for services performed during the month of January 2024 as follows:

<u>Design Phase Services (w/Supp. No. 1)</u>	Lump Sum	% Complete	Subtotal
Design, Bid, and Const. Eng. Services (Lump Sum Fee).....	\$ 773,000.00	100.00%	\$ 773,000.00
		<b>Subtotal #1 =</b>	<b>\$ 773,000.00</b>
<i>Contract Value of Design Phase Services Remaining.....</i>			
			\$ -

<u>Construction Engineering Services (Supp. No. 2)</u>	Lump Sum	% Complete	Subtotal
6th Street Const. Eng. Services (Lump Sum Fee)*.....	\$ 50,000.00	11.00%	\$ 5,500.00
		<b>Subtotal #2 =</b>	<b>\$ 5,500.00</b>
<i>Contract Value of Design Phase Services Remaining.....</i>			
			\$ 44,500.00

<u>Construction Observation (Main Street Terr. / Walnut / 18th St. / Brown)</u>			
Observation Services (Not to Exceed).....	\$ 120,000.00		
Senior Construction Observer.....	0.0 hrs @ \$ 132.00 /hr	\$	-
Certified Construction Observer.....	0.0 hrs @ \$ 115.00 /hr	\$	-
	<b>Subtotal #3 =</b>	<b>\$</b>	<b>-</b>
Total Construction Observation Services Billed Thru this Invoice.....		\$	7,488.00
<i>Contract Value of Construction Observation Services Remaining.....</i>			
		\$	112,512.00

<u>Construction Inspection (6th Street)</u>			
Inspection Services (Not to Exceed).....	\$ 350,000.00		
Senior Construction Inspector.....	4.5 hrs @ \$ 132.00 /hr	\$	594.00
Certified Construction Inspector.....	0.0 hrs @ \$ 115.00 /hr	\$	-
	<b>Subtotal #4 =</b>	<b>\$</b>	<b>594.00</b>
Total Construction Inspection Services Billed Thru this Invoice.....		\$	594.00
<i>Contract Value of Construction Inspection Services Remaining.....</i>			
		\$	349,406.00

<u>Reimbursable Expenses</u>			
None this Invoice (Invoice Attached).....		\$	-
	<b>Subtotal #5 =</b>	<b>\$</b>	<b>-</b>
Total Reimbursable Expenses Thru this Invoice.....		\$	5,745.59

**Summary**

Total Amount of Services Completed To Date.....	\$ 792,327.59
Less Previous Amount Billed (Thru Invoices: #22).....	\$ 786,233.59
Total Amount Owed this Invoice.....	\$ 6,094.00
Plus Previous Invoices Unpaid.....	\$ -
Total Amount Owed to Date.....	\$ 6,094.00

<b>TOTAL AMOUNT DUE THIS INVOICE</b>	<b>\$ 6,094.00</b>
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For questions, please contact me at 785-749-4474 or [diane.rosebaugh@bgcons.com](mailto:diane.rosebaugh@bgcons.com).

Sincerely,



Diane Rosebaugh, P.E.

Project Manager | Associate Principal

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Osawatomie, KS</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>BG Consultants</u>	<b>Engineer's Project No.:</b> <u>20-1414L</u>
<b>Contractor:</b> <u>Crossland Heavy Contractors</u>	<b>Contractor's Project No.:</b> <u>22K05SP</u>
<b>Project:</b> <u>2022 Osawatomie WWTF Improvements</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>12</u>	<b>Application Date:</b> <u>2/5/2023</u>
<b>Application Period:</b> <u>From</u> <u>8/31/2023</u> <u>to</u> <u>1/31/2024</u>	

1. Original Contract Price	\$ 2,538,564.00
2. Net change by Change Orders	\$ 16,111.00
3. Current Contract Price (Line 1 + Line 2)	\$ 2,554,675.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,554,675.00
5. Retainage	
a. <u>2.5%</u> X <u>\$ 2,554,675.00</u> Work Completed	\$ 63,866.88
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 63,866.88
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,490,808.12
7. Less previous payments (Line 6 from prior application)	\$ 2,410,427.40
8. Amount due this application	\$ 80,380.72
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -


**Contractor's Certification**


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> <u>Crossland Heavy Contractors</u>	
<b>Signature:</b> 	<b>Date:</b> <u>2/5/2023</u>

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> 	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>02/13/2024</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

## Contractor's Application for Payment

Lump Sum

# Progress Estimate - Lump Sum Work

# Contractor's Application for Payment

Owner:	City of Osawatomie, KS					Owner's Project No.:			
Engineer:	BG Consultants					Engineer's Project No.:	20-1414L		
Contractor:	Crossland Heavy Contractors					Contractor's Project No.:	22K05SP		
Project:	2022 Osawatomie WWTF Improvements								
Contract:									

Application No.:	12	Application Period:	From	08/31/23	to	01/31/24	Application Date:	02/05/23
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
14	CO-02 Clarifier Wall Demo	6,574.00	6,574.00	-	-	6,574.00	100%	-
15	CO-02 12" Overflow Line	11,133.00	11,133.00	-	-	11,133.00	100%	-
16	CO-03 Misc Electrical	2,798.00	2,798.00	-	-	2,798.00	100%	-
17	CO-03 4" Forcemain Removal	(4,394.00)	(4,394.00)	-	-	(4,394.00)	100%	-
						-		-
						-		-
						-		-
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						-		-
Change Order Totals		\$ 16,111.00	\$ 16,111.00	\$ -	\$ -	\$ 16,111.00	100%	\$ -
Original Contract and Change Orders								
Project Totals		\$ 2,554,675.00	\$ 2,537,292.00	\$ 17,383.00	\$ -	\$ 2,554,675.00	100%	\$ -

**Stored Materials Summary**
**Contractor's Application for Payment**

Owner:	City of Osawatomie, KS	Owner's Project No.:	
Engineer:	BG Consultants	Engineer's Project No.:	20-1414L
Contractor:	Crossland Heavy Contractors	Contractor's Project No.:	22K05SP
Project:	2022 Osawatomie WWTF Improvements		
Contract:			

Application No.:	12		Application Period:			From	08/31/23	to	01/31/24	Application Date:			02/05/23
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)		
4	22K05SP-01	054400-001 Steel Trusses	Steel Trusses		1	16,000.00	-	16,000.00	16,000.00	-	16,000.00	-	
4	22K05SP-01	074113-001 Metal Building Panel	Metal Panels		1	15,000.00	-	15,000.00	15,000.00	-	15,000.00	-	
11	110898-2	412223-001 Chain Hoist & Motorized Trolley	Chain Hoist		1	2,353.00	-	2,353.00	2,353.00	-	2,353.00	-	
12	5544700	433269-001 Chemical Feed Equipment	Chem Feed Skid		1	38,739.00	-	38,739.00	38,739.00	-	38,739.00	-	
4	22K05SP-02	061600-001 Plywood Sheathing	Plywood Sheathing		2	5,000.00	-	5,000.00	5,000.00	-	5,000.00	-	
4	22K05SP-02	081113-001 Hollow Metal Doors & Hardware	HM Doors & Windows		2	12,000.00	-	12,000.00	12,000.00	-	12,000.00	-	
13	901894572	466601-001 UV Equipment	UV Equipment		4	189,550.00	-	189,550.00	189,550.00	-	189,550.00	-	
12	5551607	431133-001A Rotary Lobe Blowers	Process Blowers		4	199,642.00	-	199,642.00	199,642.00	-	199,642.00	-	
13	3556C55038	466601-001 SBR Equipment	SBR Mechanical Equipment		4	199,959.00	-	199,959.00	199,959.00	-	199,959.00	-	
11	3R02190	462363-001A Grit Screw Conveyor	Grit Equipment		7	68,922.00	-	68,922.00	68,922.00	-	68,922.00	-	
								-			-	-	
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Totals						\$ 747,165.00	\$ -	\$ 747,165.00	\$ 747,165.00	\$ -	\$ 747,165.00	\$ -	

Osawatomie WWTF Improvements Schedule of Values

ITEM	DESCRIPTION	QTY		CONTRACT ITEMS	TOTAL	Work Previous Applications	Work Completed this Period	Material Presently Stored	Completed and Stored to Date	Balance to Finish	Retention to Date									
				UNIT	PRICE							PRICE								
						Amount	Amount	Amount	%	Amount	Amount	Amount								
	General Conditions																			
001	Mobilization/Bonds/Insurance	1	LS	\$	107,542.00	\$	107,542.00	\$	107,542.00	\$	-	\$	-	100%	\$107,542	\$	0.00	\$	5,377	
General Conditions Total						\$	107,542.00	\$	107,542.00	\$	-	\$	-	100%	\$107,542	\$	0.00	\$	5,377.10	
	Division 02 - Sitework																			
002	Bypass Pumping	1	LS	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	100%	\$	4,000.00	\$	-	\$	200.00
003	UV Structure Demo	1	LS	\$	2,700.00	\$	2,700.00	\$	2,700.00	\$	-	\$	-	100%	\$	2,700.00	\$	-	\$	135.00
004	SBR Basin Demo	1	LS	\$	11,000.00	\$	11,000.00	\$	11,000.00	\$	-	\$	-	100%	\$	11,000.00	\$	-	\$	550.00
005	Sludge Basin Demo	1	LS	\$	3,100.00	\$	3,100.00	\$	3,100.00	\$	-	\$	-	100%	\$	3,100.00	\$	-	\$	155.00
006	Grit Classifier Demo	1	LS	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	-	\$	-	100%	\$	2,500.00	\$	-	\$	125.00
007	SWPPP	1	LS	\$	1,200.00	\$	1,200.00	\$	1,200.00	\$	-	\$	-	100%	\$	1,200.00	\$	-	\$	60.00
Sitework Total						\$	24,500.00	\$	24,500.00	\$	-	\$	-	100%	\$	24,500.00	\$	0.00	\$	1,225.00
	Division 03 - Concrete																			
008	UV Structure Concrete	1	LS	\$	33,000.00	\$	33,000.00	\$	33,000.00	\$	-	\$	-	100%	\$	33,000.00	\$	0.00	\$	1,650.00
009	Chemical Feed Concrete	1	LS	\$	6,200.00	\$	6,200.00	\$	6,200.00	\$	-	\$	-	100%	\$	6,200.00	\$	0.00	\$	310.00
010	Sludge Basin Concrete	1	LS	\$	4,100.00	\$	4,100.00	\$	4,100.00	\$	-	\$	-	100%	\$	4,100.00	\$	0.00	\$	205.00
Concrete Total						\$	43,300.00	\$	43,300.00	\$	-	\$	-	100%	\$	43,300.00	\$	0.00	\$	2,165.00
	Division 05 - Metals																			
011	Install UV Structure Metals	1	LS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	-	\$	-	100%	\$	5,000.00	\$	-	\$	250.00
012	Install Sludge Basin Metals	1	LS	\$	8,800.00	\$	8,800.00	\$	8,800.00	\$	-	\$	-	100%	\$	8,800.00	\$	-	\$	440.00
013	UV Building Complete	1	LS	\$	354,000.00	\$	354,000.00	\$	354,000.00	\$	-	\$	-	100%	\$	354,000.00	\$	-	\$	17,700.00
Metals Total						\$	367,800.00	\$	367,800.00	\$	-	\$	-	100%	\$	367,800.00	\$	0.00	\$	18,390.00
	Division 07 -Thermal & Moisture Protection																			
014	Joint Sealants Complete	1	LS	\$	4,100.00	\$	4,100.00	\$	4,100.00	\$	-	\$	-	100%	\$	4,100.00	\$	-	\$	205.00
Thermal & Moisture Protection Total						\$	4,100.00	\$	4,100.00	\$	-	\$	-	100%	\$	4,100.00	\$	0.00	\$	205.00
	Division 08 - Openings																			
015	Install Overhead Door	1	LS	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	-	\$	-	100%	\$	15,000.00	\$	-	\$	750.00
Openings Total						\$	15,000.00	\$	15,000.00	\$	-	\$	-	100%	\$	15,000.00	\$	0.00	\$	750.00
	Division 09 - Coatings																			
016	Coatings	1	LS	\$	14,000.00	\$	14,000.00	\$	14,000.00	\$	-	\$	-	100%	\$	14,000.00	\$	-	\$	700.00
Coatings Total						\$	14,000.00	\$	14,000.00	\$	-	\$	-	100%	\$	14,000.00	\$	0.00	\$	700.00
	Division 26 - Electrical																			
017	Electrical Work Complete	1	LS	\$	345,000.00	\$	345,000.00	\$	342,000.00	\$	3,000.00	\$	-	100%	\$	345,000.00	\$	-	\$	17,250.00
Electrical Total						\$	345,000.00	\$	342,000.00	\$	3,000.00	\$	-	100%	\$	345,000.00	\$	0.00	\$	17,250.00
	Division 31 - Earthwork																			
018	UV Structure Earthwork	1	LS	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	100%	\$	4,000.00	\$	-	\$	200.00

019	Chemical Feed Earthwork	1	LS	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	100%	\$	4,000.00	\$	-	\$	200.00
020	Final Clean & Grading	1	LS	\$	6,122.00	\$	6,122.00	\$	5,000.00	\$	1,122.00	\$	-	100%	\$	6,122.00	\$	-	\$	306.10
021	SBR Sludge Transfer	1	LS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	-	\$	-	100%	\$	5,000.00	\$	-	\$	250.00
022	Sludge Removal & Disposal	1	LS	\$	103,500.00	\$	103,500.00	\$	103,500.00	\$	-	\$	-	100%	\$	103,500.00	\$	-	\$	5,175.00
Earthwork Total						\$	122,622.00	\$	121,500.00	\$	1,122.00	\$	-	100%	\$	122,622.00		\$0.00	\$	6,131.10
	Division 33 - Utilities																			
023	UV Structure Piping Complete	1	LS	\$	51,000.00	\$	51,000.00	\$	51,000.00	\$	-	\$	-	100%	\$	51,000.00	\$	-	\$	2,550.00
024	Sludge Basin Piping Complete	1	LS	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	-	\$	-	100%	\$	30,000.00	\$	-	\$	1,500.00
025	WAS Piping Complete	1	LS	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	-	\$	-	100%	\$	30,000.00	\$	-	\$	1,500.00
026	Chemical Feed Piping	1	LS	\$	39,000.00	\$	39,000.00	\$	39,000.00	\$	-	\$	-	100%	\$	39,000.00	\$	-	\$	1,950.00
027	Pipe Testing	1	LS	\$	2,600.00	\$	2,600.00	\$	2,600.00	\$	-	\$	-	100%	\$	2,600.00	\$	-	\$	130.00
Utilities Total						\$	152,600.00	\$	152,600.00	\$	-	\$	-	100%	\$	152,600.00		\$0.00	\$	7,630.00
	Division 41 - Conveying Systems																			
028	Install Motorized Hoist	1	LS	\$	10,100.00	\$	10,100.00	\$	10,100.00	\$	-	\$	-	100%	\$	10,100.00	\$	-	\$	505.00
Conveying Systems Total						\$	10,100.00	\$	10,100.00	\$	-	\$	-	100%	\$	10,100.00		\$0.00	\$	505.00
	Division 43 - Process Gas & Liquid Handling Equipment																			
029	Install SBR Basin Blowers	1	LS	\$	112,000.00	\$	112,000.00	\$	112,000.00	\$	-	\$	-	100%	\$	112,000.00	\$	-	\$	5,600.00
030	Install Sludge Basin Blowers	1	LS	\$	156,000.00	\$	156,000.00	\$	156,000.00	\$	-	\$	-	100%	\$	156,000.00	\$	-	\$	7,800.00
031	Install Chemical Feed Equipment	1	LS	\$	82,000.00	\$	82,000.00	\$	68,739.00	\$	13,261.00	\$	-	100%	\$	82,000.00	\$	-	\$	4,100.00
Process Gas & Liquid Handling Equipment Total						\$	350,000.00	\$	336,739.00	\$	13,261.00	\$	-	100%	\$	350,000.00		\$0.00	\$	17,500.00
	Division 46 - Water & Wastewater Equipment																			
032	Install Grit Equipment	1	LS	\$	91,000.00	\$	91,000.00	\$	91,000.00	\$	-	\$	-	100%	\$	91,000.00	\$	-	\$	4,550.00
033	SBR Basin 1 Equipment Install	1	LS	\$	302,000.00	\$	302,000.00	\$	302,000.00	\$	-	\$	-	100%	\$	302,000.00	\$	-	\$	15,100.00
034	SBR Basin 2 Equipment Install	1	LS	\$	302,000.00	\$	302,000.00	\$	302,000.00	\$	-	\$	-	100%	\$	302,000.00	\$	-	\$	15,100.00
035	Install UV Equipment	1	LS	\$	252,000.00	\$	252,000.00	\$	252,000.00	\$	-	\$	-	100%	\$	252,000.00	\$	-	\$	12,600.00
036	Install Parshall Flume	1	LS	\$	35,000.00	\$	35,000.00	\$	35,000.00	\$	-	\$	-	100%	\$	35,000.00	\$	-	\$	1,750.00
Water & Wastewater Equipment Total						\$	982,000.00	\$	982,000.00	\$	-	\$	-	100%	\$	982,000.00		\$0.00	\$	49,100.00
	Change Orders																			
037	CO-02 Clarifier Wall Demo	1	LS	\$	6,574.00	\$	6,574.00	\$	6,574.00	\$	-	\$	-	100%	\$	6,574.00	\$	-	\$	328.70
038	CO-02 12" Overflow Line	1	LS	\$	11,133.00	\$	11,133.00	\$	11,133.00	\$	-	\$	-	100%	\$	11,133.00	\$	-	\$	556.65
039	CO-03 Misc Electrical	1	LS	\$	2,798.00	\$	2,798.00	\$	2,798.00	\$	-	\$	-	100%	\$	2,798.00	\$	-	\$	139.90
040	CO-03 4" Forcemain Removal	1	LS	\$	(4,394.00)	\$	(4,394.00)	\$	(4,394.00)	\$	-	\$	-	100%	\$	(4,394.00)	\$	-	\$	(219.70)
Water & Wastewater Equipment Total						\$	16,111.00	\$	16,111.00	\$	-	\$	-	100%	\$	16,111.00		\$0.00	\$	805.55
Project Totals						\$	2,554,675.00	\$	2,537,292.00	\$	17,383.00	\$	-	100%	\$	2,554,675.00	\$	-	\$	127,733.75



<b>ACTION ITEM SUMMARY</b>	Item Number:	9.A.
	Date:	2/22/2024
Public Works Director	From:	Michele Silsbee

**RE:** A resolution to amend Personnel Policies - Travel policy for city business.

**RECOMMENDATION:** That the City Council approve Resolution 1204

**DETAILS:** Historically, City travel policies have been scattered across various documents, leading to confusion and inefficiencies. The objective of creating a unified Travel Policy, is to combine these policies into one clear and user-friendly document for employees. The unified policy enhances clarity and ease of understanding. At the same time, this will allow us to update our reimbursement procedures to reflect the best practices observed in neighboring municipalities, ensuring our policies are not only equitable but also in harmony with current industry norms. With the implementation of these changes, we anticipate improved efficiency, less administrative work, and better understanding of policies for our employees to undertake official travel with confidence.

## RESOLUTION NO. 1204

### A RESOLUTION AUTHORIZING THE AMENDMENT OF CITY OF OSAWATOMIE TRAVEL POLICY ESTABLISHING POLICIES FOR EMPLOYEE TRAVEL FOR OFFICIAL BUSINESS OF THE CITY OF OSAWATOMIE

**WHEREAS**, the City of Osawatomie, Kansas, adopted a set of Comprehensive Financial Policies & Procedures in 2008 that are applicable to all city employees and other officials; and

**WHEREAS**, these financial policies have been amended as needed from time to time; and

**WHEREAS**, travel for official business of the City of Osawatomie is routinely required of city employees and other officials; and

**WHEREAS**, travel policies for the City of Osawatomie have been spread across documents; and

**WHEREAS**, an update to the reimbursement for food expenses to a per diem will simplify travel requirements for staff.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Osawatomie, Kansas:

**SECTION 1.** The Governing Body hereby amends Chapter 4, of the city's financial policies pertaining to travel and expense reimbursement is amended to read as follows (changes noted in red):

#### **TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY**

##### **I. POLICY**

This policy outlines budgetary guidelines and procedures for the reimbursement of expenses incurred by employees on official business for the City of Osawatomie. All reasonable costs related to travel and training will be covered in advance, either through a city credit card, advance check, advance cash, or reimbursement upon submission of receipts and approved expense form.

~~**Statement of Purpose and Responsibilities:** This document establishes policies governing the and reimbursement of travel and other business expenses incurred during the conduct of the City of Osawatomie's business. It is the City's policy to reimburse employees for ordinary, necessary and reasonable expenses when directly related to the transaction of the City of Osawatomie's business.~~

~~Directly related expenses are those in which there is the expectation of deriving some current or future benefit for the City of Osawatomie, the employee is actively engaged in a business meeting or activity necessary to the performance of the employee's job duties.~~

~~Employees are expected to exercise prudent business judgment regarding expenses covered by this Policy. The City of Osawatomie is a tax exempt organization and does not reimburse Kansas Sales Tax with the exception for sales tax on meals for overnight out of town business. Therefore, to save time and confusion, it is wise to obtain the City of Osawatomie sales tax number from accounts payable or the Human Resource Officer before making a purchase. Use of the City's sales tax number when purchasing items for other than City of Osawatomie purposes is prohibited and may result in disciplinary action.~~

City employees are responsible for complying with this Policy. Employees submitting expenses that are not in compliance with this policy risk delayed, partial or forfeited reimbursement. Reimbursement

requests shall be promptly submitted, and in no event be more than thirty (30) days after the expense. Reimbursement requests more than (30) days old may be rejected.

~~Reimbursements for travel related expenses will be made through accounts payable.~~

## **II. TRAVEL AUTHORIZATION**

For any travel outside the Kansas City Metropolitan area, employees must obtain approval using the "Travel Request/Expense Form" from their respective supervisors before the trip. In the case of elected or appointed boards and/or commissions, approval is granted if the travel is part of an authorized budget item or sanctioned by the City Council. However, completing the "Travel Request/Expense Form" is required for trips exceeding one day.

## **III. TRAVEL REQUEST/EXPENSE FORM**

The comprehensive "Travel Request/Expense Form" must outline all anticipated costs associated with the trip, even if some expenses are prepaid or covered using a City credit card and are not part of the cash advance request. Upon returning from a business trip, employees must attach any previously uncompensated, relevant receipts to the expense form. Expenses claimed without receipts will not be reimbursed. If a travel cash advance is required, the form must be submitted to the Finance Department at least fourteen (14) days before the departure date.

Purchase cards may be used for traveling and meal expenses during City Business, with IRS per diem rates applicable. Employees must be aware of the meal allowance for the City nearest the travel destination, based on IRS publication #1542. Any meal costs exceeding the daily allowance set forth by the IRS are the responsibility of the employee and must be paid to the restaurant at the time of purchase. Alcoholic beverages are strictly prohibited as an allowable expense and should never be paid for with a City purchasing card or shown on any city receipt.

## **IV. REIMBURSABLE EXPENSES**

The selection of the most reasonable method of travel is essential, considering time, money, and location.

### **1. Ground Transportation:**

- **City Vehicle:** Should be prioritized, especially within the metropolitan area. Gasoline, maintenance, or repair costs for City vehicles used outside the metropolitan area will be reimbursed with receipts.
- **Private Vehicle:** Reimbursement will be based on the rate determined by the Internal Revenue Service. Classified employees with a car allowance are not eligible for reimbursement within the metropolitan area. An employee using his/her own car for city business is responsible for all vehicle operating costs, insurance, repairs, and maintenance, parking fines and moving violation tickets. Reimbursement for two or more persons traveling in the same vehicle is limited to the mileage reimbursement paid to the driver.
- **Rental Car:** Allowed only if adequate shuttle or local transportation is not available. Prior approval through the "Travel Request/Expense Form" is necessary for reimbursement, prepaid through a City credit card, with receipts required.
- **Other Ground Transportation Costs:** Incidental travel costs such as parking, taxi, and toll fees are reimbursable with receipts.

### **2. Airfare**

The most economically available flight to and from the destination will be authorized. A trip may be extended if the savings on airfare outweigh the additional costs of

lodging, meal allowances, and salary. The City will cover the additional expenses if there is a net savings. Employees opting to extend a trip may be required to schedule vacation and bear their own living expenses. Airline tickets should be prepaid through a City credit card.

### **3. Lodging**

Lodging will be covered for the nights the person is on City business, including travel days. If the trip is less than 90 miles one way, lodging will not be provided unless deemed necessary or in the best interest of the City of Osawatomie. Charges typically include the cost of a single room, taxes, and governmental charges, excluding personal items. Additional charges due to a guest, like a partner staying in the room, are the responsibility of the individual. The most reasonable lodging method will be used based on location and price, with conference hotels preferred if available.

### **4. Meals**

Meals will be reimbursed based on the Per Diem Rates set by the Internal Revenue Service. The meal allowance for partial travel days or when meals are part of the registration is broken down by meal, including tips.

For instance:

Area Per Diem Rate: \$58.00

Breakfast (20%): \$11.60

Lunch (30%): \$17.40

Dinner (50%): \$29.00

Meal reimbursement for same-day travel may be authorized by the City of Osawatomie in limited situations at the meal allowance rates above. Approval should be obtained in advance.

### **5. Registration**

The cost of registration is a prepaid expense. Additional registration fees for entertainment-type activities are the responsibility of the individual.

### **6. Exclusions**

The City of Osawatomie will not reimburse for any expenses that are personal in nature. The following are some examples of expenses excluded from reimbursement:

- a. Expense of a partner or other family member accompanying a traveling employee.
- b. Fines for parking or traffic violations.
- c. Repair or insurance of personal vehicles or equipment.
- d. Theft, loss or damage of personal items such as briefcase, calculator, phone, etc.
- e. Personal travel expense, e.g., personal entertainment/gifts, costs for business clothing, haircuts, reading material, movies, toiletries, or medicine.
- f. Travel Insurance
- g. Baby-sitting fees
- h. Kennel costs for pets
- i. Sightseeing or personal side trips
- j. Mileage for travel between residence and office on any day, including weekends.

The City Manager or ~~City Clerk~~ his/her designee has the authority to make exceptions to the above list when special or unusual circumstances apply. Approval for exceptions must be received prior to purchasing items listed above.

## **V. EXPENDITURES IN THE KANSAS CITY METROPOLITAN AREA**

### **1. Mileage**

Mileage expenses for local seminars and training sessions will be reimbursed at the current mileage rate set by the Internal Revenue Service only when a City-owned vehicle is unavailable. Classified employees with a car allowance are not eligible for reimbursement within the metropolitan area.

### **2. Parking and Toll Fees**

Parking and toll fees for business activities are reimbursable, with receipts required.

**PASSED AND ADOPTED** by the Governing Body of the City of Osawatomie, Kansas this 22<sup>nd</sup> day of February, 2024, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

\_\_\_\_\_  
Nick Hampson, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Tammy Seamands, City Clerk



<b>ACTION ITEM SUMMARY</b>	Item Number:	9.B.
	Date:	2/12/2024
Fire Chief	From:	Aaron Sharp

**RE:** A resolution authorizing the financing and purchase of a new fire truck.

**RECOMMENDATION:** That the City Council approve Resolution 1206

**DETAILS:** In 2022, the Fire department began to advise that Engine 41 was nearing the end of its life. We requested research to be done and information provided regarding specs for a replacement vehicle, but schedules and other projects always seemed to be in the way.

As was mentioned at a previous council meeting, the fire department is in need of replacing Engine 41 because it's no longer reliable or useful as a fire truck. The fire department has researched used vehicles and new vehicles to replace this unit had has identified a couple of options.

Keep in mind that the quarter-cent public safety sales tax renewal that was on the November ballot last year passed and will be renewed on 1/1/2027, the day after the current public safety sales tax expires. Currently, our public safety sales tax raises around \$9,000/year. Once Victory Chevrolet sales taxes are received, I estimate the sales taxes collected on this public safety sales tax to at least double.

**RESOLUTION NO. 1206**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SEEK QUOTES TO FINANCE THE PURCHASE OF A REPLACEMENT FIRE TRUCK AND FURTHER AUTHORIZING THE CITY MANAGER AND FIRE CHIEF TO IDENTIFY COST-EFFECTIVE OPTIONS TO REPLACE UNIT 41 OF THE OSAWATOMIE FIRE DEPARTMENT'S FLEET**

**WHEREAS**, the City of Osawatomie operates a volunteer fire department with approximately 20 volunteer firefighters, with command-and-control staff; and

**WHEREAS**, per city code, the Fire Chief is responsible for maintaining equipment and reporting on the status of that equipment at least annually, to the City Manager; and

**WHEREAS**, there has been a need to replace Engine 41 for a couple of years now and Chief Sharp is in the process of identifying options for the City Council to consider; and

**WHEREAS**, Engine 41 is a 1991 Pierce Dash D8000 with 29,326 miles and 2,189 hours; and

**WHEREAS**, Engine 41 has reached the end of its useful life as a firefighting vehicle, and as such, should be replaced.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Osawatomie, Kansas:

**SECTION 1.** The Governing Body hereby authorizes the City Manager to solicit quotes for the selection of a lender to finance the purchase of a replacement fire truck.

**SECTION 2.** The Governing Body also authorizes the City Manager and the Fire Chief to seek cost effective options for the replacement of Unit 41.

**SECTION 3.** The Governing Body further directs the City Manager and the Fire Chief to bring recommendations back to the council for final selection on the lender as well as the replacement fire truck with an estimated cost not to exceed \$650,000.

**PASSED AND ADOPTED** by the Governing Body of the City of Osawatomie, Kansas this 22<sup>nd</sup> day of February, 2024, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

\_\_\_\_\_  
Nick Hampson, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Tammy Seamands, City Clerk



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.A
	Date:	February 22, 2024
Public Works Director	From:	Michele Silsbee

**RE:** Ordinance 3842 – An update to the ordinance regulating the use of public right of way and establishing a permitting process for public utilities.

**RECOMMENDATION:** Approve Ordinance 3842 – Amending Chapter 12 of the Osawatomie Municipal code to update Article 10, Section 1006 (d) to add language completing the first sentence.

**DETAILS:** The purpose of the proposed addition to Article 10 under Chapter 12: Public Property would correct an error that left out the ending of the first sentence of 12-1006 A. The sentence currently reads “A right-of-way permit shall be valid sixty (60) days after the date of issuance unless.” and would be changed to say “A right-of-way permit shall be valid sixty (60) days after the date of issuance unless renewed in writing by the permittee prior to expiring.”

Related Statute / City Ordinances	Chapter XII. Public Property
Line Item Code/Description	N/A
Available Budget:	N/A



CITY OF OSAWATOMIE

## FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

### **Ordinance No. 3842: AN ORDINANCE FOR MANAGING THE USE AND OCCUPANCY OF PUBLIC RIGHT-OF-WAY FOR THE CITY OF OSAWATOMIE, KANSAS; UPDATING OSAWATOMIE MUNICIPAL CODE CHAPTER 12, ARTICLE 10, SECTION 1006 (d).**

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, February 28, 2024)

#### **Summary of Ordinance No. 3842**

An Ordinance for managing the use and occupancy of public right-of way for the City of Osawatomie, Kansas; Updating Osawatomie Municipal Code Chapter 12, Article 10, Section 1006 (d). A complete copy of this ordinance is available at [www.osawatomieks.org](http://www.osawatomieks.org) or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Jeffery W. Deane, J.D., City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: February 22, 2024

Jeffery W. Deane  
Jeffery W. Deane J.D., City Attorney

**ORDINANCE NO. 3842**

**AN ORDINANCE FOR MANAGING THE USE AND OCCUPANCY OF PUBLIC RIGHT-OF-WAY FOR THE CITY OF OSAWATOMIE, KANSAS; UPDATING OSAWATOMIE MUNICIPAL CODE CHAPTER 12, ARTICLE 10, SECTION 1006 (d).**

**WHEREAS**, a right-of-way ordinance was established for the City of Osawatomie on April 13<sup>th</sup>, 2023; and

**WHEREAS**, an error was found in the original ordinance language creating an incomplete sentence; and

**WHEREAS**, completing this sentence eliminates potential confusion.

**NOW THEREFORE**, be it ordained by the governing body of the city of Osawatomie, Kansas, as follows:

**SECTION 1.** The code of the City of Osawatomie is hereby amended by updating Chapter 12, Article 10, Section 1006 (d) which read as follows (changes noted in red):

**12-1006. Issuance of Permit**

(d) A right-of-way permit shall be valid sixty (60) days after the date of issuance unless **renewed in writing by the permittee prior to expiring**. No permittee may commence work before giving two (2) full working days' notice to Public Works Staff and receiving an initial inspection of marked areas. If a permittee does not complete the work by the permit end date, the permittee must apply for and receive a new permit or a permit extension for additional time. This supplementary application must be submitted to the City prior to the permit end date.

**SECTION 2. EFFECTIVE DATE.** This ordinance shall take effect and be in force after one publication in the official City newspaper.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 22<sup>nd</sup> day of February, 2024, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

---

Nick Hampson, Mayor

(SEAL)  
ATTEST:

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Tammy Seamands, City Clerk



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.B.
	Date:	2/22/2024
City Manager	From:	Bret Glendening

**RE:** Resolution 1207 - Standardized Closure Policy of City Facilities

**RECOMMENDATION:** Approve Resolution 1207 - Standardized Closure Policy of City Facilities

**DETAILS:** As a public entity, it is the City of Osawatomie’s goal to ensure that all city facilities are open to the public during all normal business hours. However, we understand that there are times where weather will make it difficult and/or unsafe for employees to open or keep open city facilities during these hours. This policy’s intent is to clarify the expectation and create a standardized policy on when city facilities close and how the public is notified. The intent of this policy is to streamline and clarify city procedure during inclement weather events only.

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

**CITY OF OSAWATOMIE, KANSAS**

**RESOLUTION NO. 1207**

**A RESOLUTION AUTHORIZING THE CREATION OF THE CITY OF OSAWATOMIE  
STANDARDIZED INCLEMENT WEATHER AND CLOSURE POLICY OF CITY  
FACILITIES**

**WHEREAS**, as a public entity, it is the goal of the governing body to ensure that all city facilities are open to the public during normal business hours; and

**WHEREAS**, and the governing body understands that there are times where weather will make it difficult and/or unsafe for employees to open or keep open, city facilities; and

**WHEREAS**, this policy's intent is to clarify the governing body's expectation on when city facilities close and how the public is notified.

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

**SECTION 1.** The Governing Body hereby creates the City of Osawatomie Standardized Inclement Weather and Closure Policy of City Facilities to read as follows:

**Inclement Weather and City Facility Closure Policy**

- I. Purpose of Policy:** The purpose of this policy is to provide guidance to staff on when it is acceptable to close city facilities based on weather conditions.
- II. City Facility Closures:** When weather conditions threaten the safety of the public and city facility staff, and makes reasonably safe travel to or from city facilities impossible, it may be necessary to either not open and/or to close the city facility in part or in full. Generally, if City Hall is open, all city facilities will remain open. The decision to close or postpone the opening of city facilities due to inclement weather is at the discretion of the City Manager or his/her designee.
- III. City Facility Safety Measures Due to Inclement Weather:**
  - a. When the weather becomes dangerous while the city facility is open it may be necessary to close city facilities so staff and the public can get home safely, or it may involve other precautionary measures to ensure the safety of the public and city personnel and property. This is especially true in the spring, summer, and autumn when thunderstorms and tornadoes are possible. Department heads are expected to utilize their best judgment and discretion when following prescribed safety measures in the event of severe weather and advising the City Manager of

such measures taken. City facility closures are at the discretion of the City Manager or his/her designee.

- b. When the National Weather Service issues a Severe Thunderstorm Warning and/or a Tornado Watch, the City Manager or his/her designee will notify staff and members of the public of the impending weather. City staff may direct members of the public to safer locations within the facility but may not prevent them from leaving the city facility if they so choose.
- c. In the event of a Tornado Warning, city facility staff will strongly encourage the public to remain at the city facility and take cover in the designated areas for their safety, but staff cannot require that they remain in the city facility. For the safety of staff and the public, public areas of the city facility must be cleared. Once in the designated safety areas, staff and patrons will stay in those areas until the Tornado Warning expires.

**IV. Staff Compensation Related to Inclement Weather Situations:** If the city facility closes, or if an employee is unable to reach or remain at the city facility because of inclement weather, he/she may utilize available vacation leave, or personal days in lieu of time missed on that day.

**SECTION 2:** This policy replaces any previous policy regarding inclement weather or emergency closings.

**SECTION 3:** The governing body directs the City Manager to incorporate this policy into the Comprehensive Personnel Policies and Procedures Manuel.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 22<sup>nd</sup> day of February, 2024, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.C
	Date:	February 22, 2024
City Manager	From:	Bret Glendening

**RE:** Resolution 1208 – Authorizing an application for a Hawkins Grant

**RECOMMENDATION:** Approve Resolution 1208 – Authorizing an application for a Hawkins Grant

**DETAILS:** In late May, 2020 the City undertook an assessment and “condition scoring” of all public buildings owned by the City of Osawatomie. That assessment showed that Memorial Hall was in need of attention and that we should enlist the services of a Structural Engineer to assess and make recommendations related to the repair and renovation of Memorial Hall. That assessment was included in the September 10, 2020 City Council packet and is also included in this packet.

Since then, the city has had the roof replaced as well as the soffit, fascia and rehabilitated the proscenium arch on the east side of the building. It is time to begin looking at making improvements to the interior. As stated in the report, the ADA accessibility would best be undertaken after an architect has assessed the space available, but that does not need to happen prior to some of the other items in need of attention. Our building inspector has assessed the building and come up with the following list of items to address:

New Ceiling Tile & Grid System	<input checked="" type="checkbox"/>	\$23,000.00
New Lighting Fixtures	<input checked="" type="checkbox"/>	\$9,000.00
Speakers In Ceiling	<input checked="" type="checkbox"/>	\$11,500.00
Exit Doors (Passthrough)	<input checked="" type="checkbox"/>	\$5,100.00
New Flooring Throughout	<input checked="" type="checkbox"/>	\$7,200.00
Refinish/Repair Stage Floor	<input checked="" type="checkbox"/>	\$2,500.00
New Cabinetry & Countertops	<input checked="" type="checkbox"/>	\$10,000.00
Update Electrical System	<input checked="" type="checkbox"/>	\$15,800.00
Update Bathrooms	<input checked="" type="checkbox"/>	\$6,000.00
Update Trim Work	<input checked="" type="checkbox"/>	\$17,200.00
Smooth Walls & Paint	<input checked="" type="checkbox"/>	\$17,000.00
Tuck Point On Stone & Replace	<input checked="" type="checkbox"/>	\$4,200.00
Fix Plumbing Vent	<input checked="" type="checkbox"/>	\$750.00
Repair retaining wall	<input checked="" type="checkbox"/>	\$4,000.00
Hot Water For Bathrooms	<input checked="" type="checkbox"/>	\$4,300.00
Redo Entry Way	<input checked="" type="checkbox"/>	\$2,200.00
Typical GC Fee	<input checked="" type="checkbox"/>	\$13,975.00
General Overage Allowance	<input checked="" type="checkbox"/>	\$13,975.00

Related Statute / City Ordinances	Resolution 812, 890
Line Item Code/Description	N/A
Available Budget:	N/A

**CITY OF OSAWATOMIE, KANSAS**

**RESOLUTION NO. 1208**

**A RESOLUTION AUTHORIZING CITY STAFF TO APPLY FOR A HAWKINS  
FOUNDATION GRANT TO BEGIN THE REMODEL OF THE INTERIOR OF  
MEMORIAL HALL**

**WHEREAS**, through the efforts of Anna January, then President of the Board of Trustees of John Brown Memorial Park, she came up with the idea of a Soldiers and Sailors Memorial at the end of World War I. Planning for what was then referred to as “Victory Hall” began in 1918 with a successful local bond issue for the estimated cost of \$20,000. Victory Hall which we now know as Memorial Hall was completed and dedicated on July 4, 1921; and

**WHEREAS**, Memorial Hall has been used heavily over the years as a meeting place, court room, concert hall, teen town and even as the first senior center; and

**WHEREAS**, Memorial Hall serves as a community gathering place connecting the new with the old and the past with the future it is only right and fitting that the City of Osawatomie help direct and lead a community effort to repair and renovate this “Grand Ole Lady”; and

**WHEREAS**, given the limited grant funds and city funds available, the magnitude of this remodeling effort will take between three and four years to complete.

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

**SECTION 1.** The Governing Body authorizes the City Manager to apply for a Hawkins Foundation Grant to begin the remodel of Memorial Hall.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 22<sup>nd</sup> day of February 2024, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

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Nick Hampson, Mayor

(SEAL)

ATTEST:

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Tammy Seamands, City Clerk

September 3, 2020

Ed Beaudry  
City of Osawatomie  
e/m: [ebeaudry@osawatomieks.org](mailto:ebeaudry@osawatomieks.org)

**RE: COMMERCIAL BUILDING  
411 11<sup>TH</sup> STREET  
OSAWATOMIE, KANSAS**

**JOB #2020-1891**

Dear Ed:

On Wednesday, September 2, 2020 visual observations of the commercial building at the above location were made per your request. The structure in question is one-story and faces west for the purposes of this report. This report has been prepared for your use only and is not intended to benefit any third parties. Following is a summary of the findings and opinions for your review.

## **SCOPE OF WORK**

The purpose of the examination was to determine the present structural integrity of the building, to determine the cause and extent of structural damage found, and to make repair recommendations where required. The structural items checked include only the load-bearing elements mentioned in this report. It should be noted that this examination did not attempt to check for possible termite damage, water damage, or for structural components that are concealed from view by finish or stored materials. Nor were the existing conditions reviewed for possible asbestos, lead paint, radon gas, or any other toxic substances or environmental risks.

When making visual observations of a building, it is required that certain assumptions be made regarding the existing conditions. Because these assumptions may not be verifiable without expending added sums of money, or destroying adequate or serviceable portions of the building, the owner of this report agrees that we will be held harmless, indemnified and defended by you from and against all claims, loss, liabilities, or expenses (including legal fees) arising out of the services provided by this report.

## **OBSERVATIONS**

An examination of the foundation system for this building was not possible due to the finish material and to the concrete slab-on-grade construction. However, the perimeter walls are limestone rock and it is anticipated that the foundation is most likely limestone rock with limestone rock spread footings or a concrete foundation with concrete spread footings.

**411 11<sup>TH</sup> STREET  
OSAWATOMIE, KANSAS**

**JOB #2020-1891**

An examination of the perimeter walls from the exterior and interior of the building revealed no indications of major shifting, cracks or structural concerns. Overall, the foundation appears to be structurally sound and no additional repairs are needed for the foundation system to be considered structurally sound.

Observations of the concrete slab revealed the surface to be covered with finish material but no signs of significant differential shifting or movement. Typically, minor hairline cracks develop in the concrete slab as a part of normal shrinkage of the concrete and minor shifting of the subsoil beneath the building. None of this cracking represents a major structural concern.

A check of the floor frame was not possible due to the finish material and inaccessibility of the area. However, the stage area was the main area that has a floor frame [raised platform] and showed no signs of major structural damage or concern. Therefore, it is my opinion that the floor framing system be considered structurally sound.

An examination of the slope of the roof revealed significant deflection and unevenness of the surface, and structural concern to exist. The main ridge was found to be sagging and deflecting, along with the cantilevered ends of the rafters. The eaves overhang the building by approximately 8' and are sagging significantly. The hip ridges are "humped" up over the support wall due to the deflection of the rafter tails and to the support of the hip ridges at the walls and sag of the main center ridge. It is my understanding that some of the hip rafters are broken and some past repairs have been completed. The amount of deflection which has occurred is very noticeable and more than what is considered acceptable. Therefore, it appears that repairs are needed at the roof frame to restore the structural integrity of the roof frame. While several options are available, it appears that the most practical correction may be to remove the entire roof frame and replace it with new trusses spanning from the north wall to south wall. The rafter tails could be extended a similar distance or made shorter to help prevent some of the deflection. As an alternate, the existing roof members could be evaluated and a repair plan developed to include new beams at the ceiling level to span from wall-to-wall to support the ridge along with new supports for the rafters and hip ridges as needed to restore the structural integrity of the roof. The design and detail of repairing the roof is outside the scope of this inspection, but I would be happy to complete this service for the City of Osawatomie. As mentioned during the site inspection, it is advised that an architect be retained to review the building design and create a new look for the building renovation so that the repairs or replacement of the roof can be taken into consideration in the overall design for the building.

An examination of the interior of the building revealed very limited cracking and no signs of major structural concerns, with the exception of the deflection of the roof frame. It is my understanding that concerns regarding the ADA accessibility of the building exist and that moving forward with the renovation of the building could include modifications to provide ADA accessibility. This would be best designed by an architect that specializes in the restoration of older buildings. I would be more than happy to help with the design of the structure if needed.

411 11<sup>TH</sup> STREET  
OSAWATOMIE, KANSAS

JOB #2020-1891

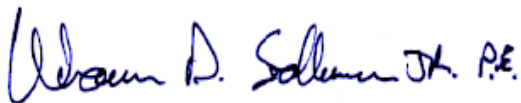
A check of the exterior of the building revealed no indications of major structural defects or damage to the exterior walls. Normal minor cracking and deterioration has occurred due to the aging process. However, this does not represent a major structural concern requiring repairs at this time. As with any building, it is important to maintain a positive slope of 1" per foot drop away from the structure for the first 6' to 10'. This is because poor drainage will double or triple the forces and stresses on the foundation walls and can cause lateral movement, heaving and water damage. Maintaining positive drainage includes cleaning the gutters, down spouts, splash blocks, and subterranean drain tile. This may become very critical during the renovation process depending upon the modifications made to the interior and to the ADA accessibility of the building.

Since the soil in the area generally contains expansive clay, it is susceptible to volumetric changes with changes in the moisture content. Therefore, the entire yard should be watered properly with 1" to 2" of rainfall equivalent per week to help minimize future shifting. Proper watering practices include watering at least ½" of water at a time through a lawn sprinkler or an underground sprinkler system. This should be completed three (3) times a week, if it doesn't rain, during the spring and fall months, and may need to be completed daily during the dry summer months. To determine how much water is being applied through the sprinkler, a rain gauge can be placed in the section that is being watered. The time should then be adjusted so that each zone is set to provide the proper amount of water every time the sprinkler system is activated. The watering should be completed regularly to minimize changes in the moisture content of the subsoil beneath the building.

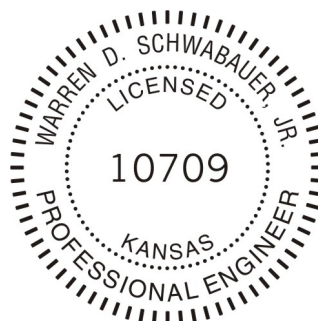
## CONCLUSIONS

In conclusion, it is my opinion that the majority of the building should be considered structurally sound with some notable structural concerns existing at the roof frame. If I may be of further service to you in this matter, please feel free to call.

Sincerely,



Warren D. Schwabauer, Jr., P.E., CBIE  
Principal  
Charter Member of NABIE  
Kansas P.E. #10709; Missouri P.E. #E-22664  
[Norton & Schmidt Consulting Engineers](#)  
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North Kansas City, Missouri 64116  
direct line: (816) 701-7329  
e-mail: [wds@nortonschmidt.com](mailto:wds@nortonschmidt.com)



ENCLOSURE: billing invoice  
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lw



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.B
	Date:	2/22/2024
City Clerk	From:	Tammy Seamands

**RE:** AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS ("CITY") ESTABLISHING A REFUND POLICY FOR OVERPAYMENTS

**RECOMMENDATION:** That the City Council approve Ordinance 3843, Establishing a refund policy for overpayments and amending certain other sections of the city code pertaining to Utilities.

**DETAILS:** 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 processes 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.

We currently have the following that are equal to or below \$5.00 for refunds or to be reissued:

Utilities – 20 accounts that total \$18.66

Fine or Bond Refund – 7 accounts that total \$12.92

**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 are 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.



CITY OF OSAWATOMIE

## FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

### **Ordinance No. 3843: AN ORDINANCE MODIFYING THE CITY OF OSAWATOMIE'S REFUND POLICY AND FURTHER AMENDING CERTAIN ARTICLES WITHIN CHAPTER 15 OF THE OSAWATOMIE MUNICIPAL CODE**

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

(Published in the Miami County Republic, February 28, 2024)

#### **Summary of Ordinance No. 3843**

An Ordinance modifying the City of Osawatomie's refund policy and further amending certain articles within chapter 15 of the Osawatomie Municipal Code. A complete copy of this ordinance is available at [www.osawatomieks.org](http://www.osawatomieks.org) or at City Hall, 439 Main St., Osawatomie, Kansas. This summary certified by Jeffery W. Deane, J.D., City Attorney

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: February 22, 2024

Jeffery W. Deane  
Jeffery W. Deane J.D., City Attorney

**ORDINANCE NO. 3843**

**AN ORDINANCE MODIFYING THE CITY OF OSAWATOMIE'S REFUND POLICY AND  
FURTHER AMENDING CERTAIN ARTICLES WITHIN CHAPTER 15 OF THE  
OSAWATOMIE MUNICIPAL CODE**

**WHEREAS**, in 2016, the governing body undertook a realignment of the city's utility billing practices and procedures in an effort to streamline them; and

**WHEREAS**, in reviewing the city code, certain sections of the code need to be updated to align with what past governing bodies have adopted as policy; and

**WHEREAS**, the City Clerk's office collects and receipts payments made by customers, contractors and offenders for utilities, deposits, licenses, fees and fines; and

**WHEREAS**, from time to time, the payments received are in an amount that exceeds the actual amount due and the cost of processing these refund checks can sometimes exceed the amount of the check itself; and

**WHEREAS**, the City of Osawatomie has a duty to reduce cost and effect savings wherever reasonable in the administration of finances and expenditures.

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

**SECTION ONE:** Chapter 15, Article 120 is amended to read as follows:

**15-120. Delinquent notice; hearing and termination.**

(a) When any utility account shall become delinquent as herein provided, the utility office shall cause a written notice of such to be mailed by regular mail to the customer's current mailing address, stating:

(1) The amount due on the unpaid balance;

~~(2) The customer's right to a hearing to request an extension before the department if made at least 3 working days (Saturdays, Sundays and holidays excluded) before scheduled termination of service.~~

~~(23)~~ Notice that service will be terminated if the account is not fully paid within 10 days thereafter;

(34) If service is terminated, service will not be reinstated without payment of the account in full, payment of any applicable administrative fee, payment of collection charges and furnishing of an adequate utility deposit as established by the city's fee resolution or the city's rules and regulations.

~~(b) The request for hearing must be made to the utility department at least 3 working days prior to the scheduled date of termination.~~

~~(c) Such hearing shall be conducted by the city clerk, utilities supervisor, or such other representative as may be appointed by the city manager.~~

**SECTION TWO:** Chapter 15, Article 121 is amended to read as follows:

**15-121. Discontinuance of utility service.**

(a) The city may discontinue or refuse a particular utility service to any customer without notice or hearing for any of the following reasons:

(1) When the customer so requests;

(2) When it is determined by the city manager or his or her designee that the continuance of a particular utility service constitutes a dangerous condition presenting a likely immediate threat to health or safety of persons or property on or near the customer's premises;

(3) When the customer refuses to grant employees of the city utility department access to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement;

(4) When the customer violates any rule, regulation or ordinance of the city pertaining to utility services which adversely affects the safety of the customer or other persons, or the integrity of the city's utility services delivery system; and

(5) When the customer attempts, causes or permits unauthorized interference, diversion, theft, tampering, damage or use of utility services or the utility services delivery system situated or delivered on or about the customer's premises.

(b) The city may discontinue or refuse a particular utility service to any customer for any of the following reasons; provided, notice to the customer is given: ~~an opportunity for hearing granted in accordance with the provisions of this article:~~

(1) Nonpayment of utility bills and charges; and

(2) When the customer misrepresents his or her identity or otherwise intentionally provides false information for the purpose of obtaining utility services from the city.

**SECTION THREE:** Chapter 15, Article 122 (a)(1) is amended to read as follows:

**15-122. Suspension of discontinuance of utility service during inclement weather.**

(a) From November 1st through March 31st the city's normal policy for disconnection of utilities for non-payment is modified as follows:

(1) If temperatures are forecast to fall below 35 degrees during the next ~~24~~ 48 hours, the City of ~~Chanute~~ Osawatimie will suspend residential electric service disconnections.

(2) The city, following a cold weather suspension, will not resume service disconnection activities until there is a forecast of temperatures above 35 degrees for 48 continuous hours.

(3) Nothing in this policy shall prohibit the City from disconnecting or terminating water service, or other non-electric utility services, in accordance with its policies during this time period.

**SECTION FOUR:** Chapter 15, Article 131 is amended to read as follows:

**15-131. Utility security deposits; use.**

Deposits collected pursuant to this article shall be governed by the provisions of K.S.A. 12-822 as amended. In the event of nonpayment of the account for which any deposit is made, such deposit and interest accrued thereon shall be applied by the city clerk to payment of such unpaid account. If there shall remain any surplus of such deposit, the same shall be returned to the customer. **The city will not refund amounts of \$5.00 (USD) or less unless the customer requests such refund in writing.**

**SECTION FIVE:** Chapter 15, Article 132 is amended to read as follows:

**15-132. Utility security deposits; records; interest; refunds after ~~12~~ 24 months; conditions.**

The utility office shall keep records of all utility security deposits. Existing customer deposits and all deposits hereafter made pursuant to this title, together with any accrued interest thereon as provided by law, shall be refunded to the depositor when it shall have been determined by the utility office manager that such utility customer has established an experience of payment of billings on the account by the timely and full payment of accounts, when due, for a prior period of ~~12~~ 24 full, consecutive months. In the event a subsequent utility bill is not paid when due, the city may require a new security deposit.

**SECTION SIX:** Chapter 15, Article 134 is amended to read as follows:

**15-134. Unclaimed deposits; Notice; Disposition.**

Deposits received from customers under the provisions of this title as security for payment of utility bills, together with interest accrued thereon, and which remain on deposit for a period of 3 years or more after discontinuance of service to said customers shall be disposed of as provided by Kansas Statutes Annotated 12-822 and any amendments thereto. **The city will not refund amounts of \$5.00 (USD) or less unless the customer requests such refund in writing.**

**SECTION SEVEN:** Chapter 15, Article 137 is amended to read as follows:

**15-137. Petty cash fund.**

A petty cash fund in the amount of ~~\$1,000~~ **\$2,000** is established for the use of the city utilities department, for the purpose of paying postage, freight, temporary labor, and other emergency expenses, including refund of deposits made to secure payment of accounts.

**SECTION EIGHT:** Chapter 15, Article 212 is amended to read as follows:

**15-212. Leaks prohibited; penalty.**

No allowances shall be made for water used or lost through leaks, carelessness, neglect or otherwise after the same has pass through the meter. However, every customer shall have the right to ~~appeal~~ **apply** to the city ~~from for any~~ water bill or meter reading ~~which he or she may~~ **that they** consider excessive **and they** **City Clerk is permitted to adjust the water bill in accordance with the city's water leak adjustment policy.**

**ADOPTED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 22<sup>nd</sup> day of February 2024, a majority voting in favor of.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

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Tammy Seamands, City Clerk



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](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.

# 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.



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.F.
	Date:	February 22, 2024
Director of Public Works	From:	Michele Silsbee

**RE:** Authorization of change order #1 to 6<sup>th</sup> Street Reconstruction Project

**RECOMMENDATION:** That the City Council approve Resolution 1209.

**DETAILS:**

This change order encompasses the costs associated with requested changes to driveway approaches and the addition of driveway approaches at the request of property owners along 6<sup>th</sup> Street as follows:

- 1304 6<sup>th</sup> St - addition of 24' commercial driveway
- 1103 6<sup>th</sup> St – addition of 24' residential driveway
- 1015 6<sup>th</sup> St – addition of 12' commercial driveway
- 1016 6<sup>th</sup> St – addition of 24' residential driveway
- 1012 6<sup>th</sup> St – addition of 24' residential driveway
- 1010 6<sup>th</sup> St – increased driveway approach
- 820 6<sup>th</sup> St – addition of 24' commercial driveway and increase to north driveway approach
- 817 6<sup>th</sup> St – addition of 10' commercial driveway, increase to north driveway approach, change to north driveway radius

Cost of Change Order #1: \$23,508.71; 0.38% of contract

**RESOLUTION NO. 1209**

**A RESOLUTION AUTHORIZING A CHANGE TO THE SIXTH STREET  
RECONSTRUCTION PROJECT**

**WHEREAS**, the City of Osawatomie, Kansas, entered into an agreement with Killough Construction, Inc. on October 30, 2023; and

**WHEREAS**, Killough Construction is currently constructing this project; and

**WHEREAS**, previously we have discussed the need to work with 6<sup>th</sup> St property owners to meet the needs they have with their properties impacted by the 6<sup>th</sup> Street Reconstruction project, and

**WHEREAS**, this solution is expected to adequately addresses the concerns and requests of the listed property owners.

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

**SECTION ONE.** The Governing Body of the City of Osawatomie, Kansas, hereby approves Change Order #1, effective February 22, 2024, in the amount of \$23,508.71 and authorizes the disbursement of funds for this change order.

**SECTION TWO.** This change brings the total contract value for the reconstruction of 6<sup>th</sup> Street from \$6,259,845.33 to \$6,283,354.04.

**SECTION THREE.** No other terms or conditions of the contract, including changes to the schedule are included in this Change Order #1.

**PASSED AND ADOPTED** by the Governing Body of the City of Osawatomie, Kansas this 22<sup>nd</sup> day of February, 2024, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

(SEAL)

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Nick Hampson, Mayor

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Tammy Seamands, City Clerk

### CHANGE ORDER NO. 1

Owner: City of Osawatomie, Kansas Owner's Project No.: 22-1139L  
Engineer: BG Consultants, Inc. Engineer's Project No.: 22-1139L  
Contractor: Killough Construction, Inc. Contractor's Project No.:  
Project: 2022/2023 Street Improvements  
Contract Name: 2022/2023 Street Improvements  
Date Issued: 2/16/2024 Effective Date of Change Order: 2/22/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

- A description of the various changes in work is attached, along with a table showing the changes in bid item quantities and contract price.

Attachments: *Change Order 1 Table and Descriptions, Revised Plan Sheets*

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 6,259,845.33	Original Contract Times: Substantial Completion: December 20, 2024 Ready for final payment: January 17, 2025
Increase/Decrease from previously approved Change Orders No. N/A to No. N/A: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 6,259,845.33	Contract Times prior to this Change Order: Substantial Completion: December 20, 2024 Ready for final payment: January 17, 2025
Increase this Change Order: \$ 23,508.71	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 6,283,354.04	Contract Times with all approved Change Orders: Substantial Completion: December 20, 2024 Ready for final payment: January 17, 2025

Recommended by Engineer (if required)

By: Dane Rosebaugh  
Title: Project Manager  
Date: 2/16/2024

Authorized by Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Funding Agency (if applicable)

## Change Order 1 Table

City of Osawatomie, Kansas  
2022/2023 Street Improvements - 6th Street (Lincoln to Kelly)  
Additional Driveways/Entrances / Removal of AB-3 Under Residential Driveways

	BID ITEM DESCRIPTION	UNITS	UNIT PRICE	AS BID QTY.	CHANGE ORDER 1 QTY.	REVISED QTY.	CHANGE ORDER 1 AMOUNT
BASE BID	AGGREGATE BASE (AB-3)(6")	SQ. YDS.	\$ 12.00	5,629	-238	5,391	\$ (2,856.00)
	CONCRETE PAVEMENT (6" UNIFORM)(AE)(KCMMB 4K MIX)	SQ. YDS.	\$ 77.30	350	230	580	\$ 17,779.00
	CONCRETE PAVEMENT (8" UNIFORM)(AE)(KCMMB 4K MIX)	SQ. YDS.	\$ 85.40	4,281	150	4,431	\$ 12,810.00
	SIDEWALK CONSTRUCTION (4") (AE)(KCMMB 4K MIX)	SQ. YDS.	\$ 54.73	2,757	-59	2,698	\$ (3,229.07)
	SIDEWALK CONSTRUCTION (6") (AE)(KCMMB 4K MIX)	SQ. YDS.	\$ 66.78	2,116	-152	1,964	\$ (10,150.56)
	SIDEWALK RAMP (KCMMB 4K MIX)	SQ. YDS.	\$ 162.41	635	49	684	\$ 7,958.09
	FLOWABLE FILL (LOW STRENGTH)	CU. YDS.	\$ 150.00	765.0	8.8	773.8	\$ 1,320.00
						<b>BASE BID SUBTOTAL =</b>	<b>\$ 23,631.46</b>
BID ALTERNATE NO. 1	AGGREGATE BASE (AB-3)(6")	SQ. YDS.	\$ 11.00	16,502	-1	16,501	\$ (11.00)
	CURB AND GUTTER, COMBINED (AE)(8")	LIN. FT.	\$ 22.35	9,233	-5	9,228	\$ (111.75)
						<b>BID ALTERNATE NO. 1 SUBTOTAL =</b>	<b>\$ (122.75)</b>
						<b>CHANGE ORDER 1 TOTAL =</b>	<b>\$ 23,508.71</b>

### Additional Residential Driveways/Commercial Entrances:

After speaking with property owners, the City has decided to add residential driveways and commercial entrances at various locations along the project. See the attached revised plan sheets for locations and bid item quantity changes. A summary of the changes are as follows:

Commercial Entrances were added at:

Sta. 105 + 93.01 Lt.  
Sta. 117 + 17.00 Lt.  
Sta. 121 + 15.27 Rt.  
Sta. 112 + 25 Rt.  
Sta. 114 + 01.32 Rt.  
Sta. 114 + 19.42 Lt.  
Sta. 114 + 67.76 Lt.

Residential Entrances were added at:

Sta. 115 + 18 Lt.: The entrance was changed from a commercial entrance to a residential entrance  
Sta. 122 + 16.44 Rt.: Commercial entrance moved from Sta. 122 + 10 Rt. to Sta. 122 + 16.44 Rt.  
Sta. 123 + 51.50 Lt.: The entrance was changed from a residential entrance to a commercial entrance

### Driveway Aggregate Base:

The AB-3 shown under residential driveways was removed to match the details for residential driveways. This change results in a decrease of Aggregate Base (AB-3)(6") bid item quantity and affected the driveways at the following locations:

Sta. 113 + 15.00 Rt.  
Sta. 115 + 75.00 Rt.  
Sta. 116 + 49.50 Rt.  
Sta. 116 + 87.50 Rt.  
Sta. 117 + 46.00 Rt.  
Sta. 118 + 33.00 Rt.  
Sta. 118 + 51.00 Rt.  
Sta. 118 + 99.00 Rt.  
Sta. 129 + 79.00 Rt.  
Sta. 141 + 73.00 Rt.  
Sta. 142 + 66.00 Rt.



<b>ACTION ITEM SUMMARY</b>	Item Number:	10.G.
	Date:	February 22, 2024
Assistant Director of Public Works	From:	Trevor Ballou

**RE:** Discussion regarding the Replacement of City Hall Boiler

**RECOMMENDATION:** Provide staff direction/feedback

**DETAILS:**

City Hall and the City Auditorium are heated with two boilers. Both boilers are having on-going maintenance and reliability issues. These boilers are inspected annually and routine maintenance has been continuously performed on both over the years. They were installed together and have served the city for nearly 30 years. One boiler is completely non-functional as of the week of February 11, 2024. The other boiler is unreliable, having caught fire in the past and routinely has issues starting up when needed. It is the recommendation of staff and the technicians that have inspected them that the boilers have reached the end of their usable life and that the best course of action would be to replace them. Staff is seeking direction on the options below.

- Option #1, \$132,704.96 (See the proposal for details.)
- Option #2, \$92,194.00 (See the proposal for details.)
- Option #3, \$72,496.00 (See the proposal for details.)

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



## **Boiler Project Proposal**

- The standard life of a boiler is around 20 years.
  - These boilers are around 27-28 years old.
  - The recommended time of replacement is 10-15 years.
  - In the last 3 years, we have spent almost \$10,000 on repairs.
  - Parts for these boilers are almost obsolete now.
  
- **2021 Repair.**
  - \$7,548.00 (See invoice for details.)
  - The boiler overheated due to built-up soot and melted safety controls.
  - The boiler is only used if the other malfunctions, due to safety concerns.
  
- **2023 Repairs.**
  - \$2,441.29 (See invoice for details.)
  - The float valve was calcified completely, and needed to be replaced as well as the sight glass.
  - The boiler cannot get water to it because of a leak in the tubing. The technician said the repair price is more than the boiler is worth.
  
- **Proposals**
  - Option #1, \$132,704.96 (See the proposal for details.)
  - Option #2, \$92,194.00 (See the proposal for details.)
  - Option #3, \$72,496.00 (See the proposal for details.)



## PROJECT PROPOSAL

Date Created:	2/19/2024
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Customer Name:	Osawatomie City Hall
Customer Address:	439 Main PO Box 37 Osawatomie Kansas 66064
Site Name:	Same
Site Address:	
Phone:	913 755 4164
Contact Name:	Trevor Ballou

### Job Description:

We at Lippert mechanical Service are pleased to provide you with the following estimate. This estimate is for the replacement of the two existing sectional boilers. The boilers have been past the prime for some while. These boilers have been repaired many times. We recommend not reusing the chimney.

### Scope of Work:

- Disconnect electrical, natural gas and piping.
- Disassemble existing boilers.
- Haggard to assist in removing and setting boilers.
- Demo existing flue into the chimney.
- Core side wall for the building for new flue.
- Sleeve with steel pipe.
- Provide and install new flue up the back of the building, anchoring with steel brackets. (Flue will stick out from the rear of the building.
- Will require bollard protection by others.
- Extend up rear of the building to provide proper venting. Designed by Flue provider and the equipment provider.
- Flues to be 14" off both boilers and vented out with 16 "
- Provide and install new condensate receiver.
- Pipe up new boilers and condensate receiver tank.
- Reconnect electrical.
- Reconnect gas piping.
- Complete assembly as needed.
- Start up and test new system

### Total for Above Mentioned Work:

**Total Price \$132,704.54**

Tax not included.

<b>General Exclusions:</b>
Overtime labor. Repairs outside of scope.

<b>Purchaser:</b> The undersigned offers to purchase the equipment and service described above at the prices and on the terms and conditions indicated in this Statement of Work.	
Date:	
Signature:	
Name:	
Title:	

<b>Respectfully Submitted:</b> Lippert Mechanical Service appreciates the opportunity to provide you with this proposal, if you have any questions or concerns, please contact me at your convenience.	
Regards:	Dennis Wilgers
Signature:	<i>Dennis Wilgers</i>
Email:	dwilgers@lippertmechanical.com
Phone:	816-985-6175

## PROPOSAL TERMS AND CONDITIONS

1. **NO MODIFICATIONS:** The contract arising by acceptance of your offer pursuant to this proposal shall not be amended, modified, or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no salesperson or other representative of Lippert Mechanical Service (hereinafter the Seller) has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.
2. **REMEDIES OF SELLER:** Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid Seller under the Illinois Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Any payment due Seller under this contract is payable on receipt of Seller's invoice. A late payment charge of 1-1/2% per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days and Purchaser agrees to bear any legal expense incurred, including cost of correction.
3. **WARRANTIES:** The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one (1) year from the date of delivery or installation. The Seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the Seller shall not be liable for defects arising from normal wear and tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.
4. **LIMITS OF LIABILITY:** The Seller shall in no event be held liable or accountable to the Purchaser and/or to any other party whatsoever for the actual, incidental and/ or consequential damages or losses due to, but not limited to, any one of the following: interruption in use of equipment, or stoppage of production, failure to maintain desired temperatures or humidity levels, electrical power surge or loss, high or low voltage, inadequate power, blown or burned out main or branch fuses, open circuit breaker, lack of adequate natural gas or fuel supply or pressure, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, water in oil, contamination of water supply or atmosphere, accident, freezing, flooding, lightning, storms, malicious mischief, willful damage, misuse, abuse, negligence, fire, explosion, theft, clogged filters, delays in installation and/or services, time or manner of service of any equipment, failure to meet completion dates, engineering and/ or design defects, improper installation, operation of equipment beyond design conditions, labor disturbances, strikes, riot, civil commotion, lockouts, commercial delays, spoilage, loss of business, asbestos, rust or corrosion, the inability to procure materials and/or parts from the usual source of supply, war conditions, Acts of God or for any contingencies that are unavoidable or beyond the control of the Seller. Seller is not responsible for conforming to any governmental codes, laws and/or regulations. Under no circumstances shall Seller be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors and byproducts, along with any reproductive body they produce, and any material containing them). In no event, shall the Seller be liable to the Purchaser and/ or to any party whatsoever for actual, incidental and/or consequential damages or losses. Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similarly hazardous substances. Seller shall not be liable for any losses or damages due to inability of the building structure to properly support the equipment installed. It is expressly agreed that the seller assumes no liability for negligence or failure whatsoever. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

5. **INSTALLATION AND COMPLETION:** Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the Corporate President or Secretary of the Seller.
6. **INSURANCE:** Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.
7. **ASSIGNMENT:** No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the Seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.
8. **ACCEPTANCE:** Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.
9. **CANCELLATION:** After written acceptance by Purchaser, should the Purchaser decide to cancel all or any part of the work specified in this proposal, the Purchaser shall reimburse to the Seller any costs already incurred, including but not limited to restocking fees for parts and equipment affected by such cancellation.
10. **NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

## PROJECT PROPOSAL

Date Created:	2/20/2024
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Customer Name:	Osawatomie City Hall
Customer Address:	439 Main PO Box 37 Osawatomie Kansas 66064
Site Name:	Same
Site Address:	
Phone:	913 755 4164
Contact Name:	Trevor Ballou

Job Description:
We at Lippert Mechanical Service are pleased to provide you with the following estimate. This estimate is for the replacement of the two existing sectional boilers. The boilers have been past the prime for some while. These boilers have been repaired many times. Price includes new condensate tank.

Scope of Work:
<p>Quote for two Boilers to match existing and new condensate receiver tank</p> <ul style="list-style-type: none"> <li>➤ Disconnect electrical, natural gas and piping.</li> <li>➤ Disassemble existing boilers.</li> <li>➤ Haggard to assist in removing and setting boilers.</li> <li>➤ Provide two new Weil McClain steam boilers ( sized to match existing BTU's )</li> <li>➤ Adapt new boilers to existing flue pipe to chimney.</li> <li>➤ Provide and install new condensate receiver.</li> <li>➤ Pipe up new boilers and condensate receiver tank.</li> <li>➤ Reconnect electrical.</li> <li>➤ Reconnect gas piping.</li> <li>➤ Complete assembly as needed.</li> <li>➤ Start up and test new system</li> </ul>

Total for Above Mentioned Work:
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<b>Total Price</b>	<b>\$ 92,194.00</b>
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Tax not included.

General Exclusions:
Overtime labor. Repairs outside of scope.

<b>Purchaser:</b> The undersigned offers to purchase the equipment and service described above at the prices and on the terms and conditions indicated in this Statement of Work.	
Date:	
Signature:	
Name:	
Title:	

<b>Respectfully Submitted:</b> Lippert Mechanical Service appreciates the opportunity to provide you with this proposal, if you have any questions or concerns, please contact me at your convenience.	
Regards:	Dennis Wilgers
Signature:	<i>Dennis Wilgers</i>
Email:	dwilgers@lippertmechanical.com
Phone:	816-985-6175

### PROPOSAL TERMS AND CONDITIONS

- 1. NO MODIFICATIONS:** The contract arising by acceptance of your offer pursuant to this proposal shall not be amended, modified, or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no salesperson or other representative of Lippert Mechanical Service (hereinafter the Seller) has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.
- 2. REMEDIES OF SELLER:** Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid Seller under the Illinois Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Any payment due Seller under this contract is payable on receipt of Seller's invoice. A late payment charge of 1-1/2% per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days and Purchaser agrees to bear any legal expense incurred, including cost of correction.
- 3. WARRANTIES:** The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one (1) year from the date of delivery or installation. The Seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the Seller shall not be liable for defects arising from normal wear and tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.
- 4. LIMITS OF LIABILITY:** The Seller shall in no event be held liable or accountable to the Purchaser and/or to any other party whatsoever for the actual, incidental and/ or consequential damages or losses due to, but not limited to, any one of the following: interruption in use of equipment, or stoppage of production, failure to maintain desired temperatures or humidity levels, electrical power surge or loss, high or low voltage, inadequate power, blown or burned out main or branch fuses, open circuit breaker, lack of adequate natural gas or fuel supply or pressure, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, water in oil, contamination of water supply or atmosphere, accident, freezing, flooding, lightning, storms, malicious mischief, willful damage, misuse, abuse, negligence, fire, explosion, theft, clogged filters, delays in installation and/or services, time or manner of service of

any equipment, failure to meet completion dates, engineering and/ or design defects, improper installation, operation of equipment beyond design conditions, labor disturbances, strikes, riot, civil commotion, lockouts, commercial delays, spoilage, loss of business, asbestos, rust or corrosion, the inability to procure materials and/or parts from the usual source of supply, war conditions, Acts of God or for any contingencies that are unavoidable or beyond the control of the Seller. Seller is not responsible for conforming to any governmental codes, laws and/or regulations. Under no circumstances shall Seller be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors and byproducts, along with any reproductive body they produce, and any material containing them). In no event, shall the Seller be liable to the Purchaser and/ or to any party whatsoever for actual, incidental and/or consequential damages or losses. Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similarly hazardous substances. Seller shall not be liable for any losses or damages due to inability of the building structure to properly support the equipment installed. It is expressly agreed that the seller assumes no liability for negligence or failure whatsoever. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

5. **INSTALLATION AND COMPLETION:** Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the Corporate President or Secretary of the Seller.
6. **INSURANCE:** Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.
7. **ASSIGNMENT:** No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the Seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.
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## PROJECT PROPOSAL

Date Created:	2/20/2024
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Customer Name:	Osawatomie City Hall
Customer Address:	439 Main PO Box 37 Osawatomie Kansas 66064
Site Name:	Same
Site Address:	
Phone:	913 755 4164
Contact Name:	Trevor Ballou

### Job Description:

We at Lippert Mechanical Service are pleased to provide you with the following estimate. This estimate is for the replacement of the two existing sectional boilers. The boilers have been past the prime for some while. These boilers have been repaired many times. Price includes new condensate tank.

### Scope of Work:

#### Single Boiler and Condensate receiver tank.

- Disconnect electrical, natural gas and piping.
- Disassemble existing boilers. Cap piping for boiler n t being replaced
- Haggard to assist in removing and setting boilers.
- Provide 1 new Weil McClain steam boilers ( sized to match existing BTU's )
- Adapt new boilers to existing flue pipe to chimney.
- Provide and install new condensate receiver.
- Pipe up new boilers and condensate receiver tank.
- Reconnect electrical.
- Reconnect gas piping.
- Complete assembly as needed.
- Start up and test new system

### Total for Above Mentioned Work:

<b>Total Price</b>	<b>\$72,496.00</b>
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Tax not included.

### General Exclusions:

Overtime labor. Repairs outside of scope.

<b>Purchaser:</b> The undersigned offers to purchase the equipment and service described above at the prices and on the terms and conditions indicated in this Statement of Work.	
Date:	
Signature:	
Name:	
Title:	

<b>Respectfully Submitted:</b> Lippert Mechanical Service appreciates the opportunity to provide you with this proposal, if you have any questions or concerns, please contact me at your convenience.	
Regards:	Dennis Wilgers
Signature:	<i>Dennis Wilgers</i>
Email:	dwilgers@lippertmechanical.com
Phone:	816-985-6175

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any equipment, failure to meet completion dates, engineering and/ or design defects, improper installation, operation of equipment beyond design conditions, labor disturbances, strikes, riot, civil commotion, lockouts, commercial delays, spoilage, loss of business, asbestos, rust or corrosion, the inability to procure materials and/or parts from the usual source of supply, war conditions, Acts of God or for any contingencies that are unavoidable or beyond the control of the Seller. Seller is not responsible for conforming to any governmental codes, laws and/or regulations. Under no circumstances shall Seller be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors and byproducts, along with any reproductive body they produce, and any material containing them). In no event, shall the Seller be liable to the Purchaser and/ or to any party whatsoever for actual, incidental and/or consequential damages or losses. Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similarly hazardous substances. Seller shall not be liable for any losses or damages due to inability of the building structure to properly support the equipment installed. It is expressly agreed that the seller assumes no liability for negligence or failure whatsoever. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

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<b>ACTION ITEM SUMMARY</b>	Item Number:	10.J
	Date:	February 20, 2024
Our City Planning LLC	From:	Mike Scanlon

**RE:** Resolution 1210 supporting the application for Congressionally Directed Spending at John Brown Park

**RECOMMENDATION:** City Council approve Resolution 1210

**DETAILS:**

The city through various actions is attempting to seek investments in John Brown Park and various other historical elements of the community in support of the establishment of the John Brown Historical Park Site. The attached resolution supports the City's application for \$3,560,000 in both transportation (street and curb) replacement and the construction of a Visitor's Center adjacent to the John Brown Cabin.

Related Statute / City Ordinances	Resolution 1103 and various actions of the City Council related to John Brown Park
Line-Item Code/Description	N/A
Available Budget:	N/A

**RESOLUTION NO. 1210**

**A RESOLUTION SUPPORTING THE APPLICATION FOR CONGRESSIONALLY  
DIRECTED SPENDING (CDS) FOR PROJECTS AT JOHN BROWN PARK.**

**WHEREAS**, the Governing Body for the City of Osawatomie, by Resolution 1103, established three projects in 2023 that are still ongoing related to John Brown Park; and

**WHEREAS**, the City in 2023 made a request of the Kansas Federal Delegation that the John Brown Park and various sites throughout Osawatomie be considered as part of the John Brown National Historic Park site; and

**WHEREAS**, the City Council and community believes that the story of John Brown is an integral part of telling the “American Story”; and

**WHEREAS**, through the work of City staff and Mr. Chad Tenpenny the city continues to both pursue dollars and recognition to support these efforts.

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

**SECTION ONE:** The Governing Body of Osawatomie, Kansas hereby supports the \$3,560,000 request for Congressionally Directed Spending for the John Brown Park and continued pursuit of National Historic Park Status.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 22nd day of February, 2024, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk



# United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW

Washington, DC 20240

The Honorable Roger Marshall, M.D.  
United States Senate  
Washington, DC 20510

Dear Senator Marshall:

Thank you for your July 11, 2023, letter to National Park Service (NPS) Director Charles F. Sams III requesting that the NPS conduct a reconnaissance survey of three sites in Osawatomie, Kansas: the John Brown Cabin and Museum, the John Brown Ghost Cabin at the Adair Homestead, and the Battle of Osawatomie Battlefield. I write to inform you that the NPS will conduct the requested reconnaissance survey of these sites.

Only Congress, through legislated action, or the President, through use of the Antiquities Act of 1906, has the authority to designate new national park units. The reconnaissance survey will determine whether these sites merit further consideration as a potential unit of the National Park System through a Congressionally authorized special resource study. A summary report on the survey findings will be prepared and sent to your office once the review process is complete. Expenditures for such reconnaissance surveys by law may not exceed \$25,000.

Typically, congressionally authorized studies and reconnaissance surveys are prioritized chronologically, based on the date of legislation authorizing the study or the date of the survey request letter. Work on new projects also depends on available funds, existing workload, and staffing capacity. The start date for this reconnaissance survey is still to be determined, but it will likely begin in late Fiscal Year (FY) 2024 or in FY 2025. Given the expenditure limit and limited scope, the reconnaissance survey cannot provide community-wide engagement. Any survey project's length depends on the complexity of the site(s) and available staff resources.

The Interior Regions 3, 4, 5 office will provide the overall direction of the study team assigned to the project. Please contact Mr. Tokey Boswell, Associate Regional Director, Facilities, Planning, and Infrastructure, via email at [Tokey\\_Boswell@nps.gov](mailto:Tokey_Boswell@nps.gov) should you have further questions regarding the reconnaissance survey process. Thank you for your interest in the National Park Service. A similar reply is being sent to the cosigners of your letter.

Sincerely,

Michael A. Caldwell  
Associate Director, Park Planning, Facilities, and Lands

cc: Regional Director, National Park Service, Interior Regions 3, 4, 5



## CITY OF OSAWATOMIE

### CITY MANAGER'S REPORT

February 22, 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:**

The second to last pay application is on the council agenda for approval. The final pay application will be submitted for approval along with a resolution for acceptance of the work and issuance of the certificate of final completion.

#### **Evergy Solar Array Development:**

We continue to have monthly progress meetings with Evergy for the engineering and construction progress. Fencing is complete. grading has begun, but obviously, weather has not been very cooperative. The construct team is hoping to have work begin again in a couple of weeks.

#### **Lead/Copper Inventory:**

Work continues on the Lead/Copper Inventory as required by the LCRR rule from the EPA. We will continue to keep the council updated on where we are at with the inventory. We've received our first report from 120Water. There's still a lot of work to do, as the first pass only ruled out homes built after a certain date. The next steps will be to begin reviewing building permits, reaching out to customers again, and testing water in order to reasonably state which service lines are NOT made of lead and/or copper.

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

The flood hazard determination notice was published in the Federal Register on April 3. The appeal period ended on Tuesday, and we did not receive any appeals or comments. We are now in the preparation phase for the Final Map Products. I will update the council once we have the Letter of Final Determination (LFD) date established, but it should be in early 2024.

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

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

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 6<sup>th</sup> Street has progressed significantly, with few issues. There was a water main break as you're all aware and we have found our first tank. KDHE was contacted and the proper procedures followed to remove the tank. Kansas Gas continues relocating gas lines. Thus far the water line contractor has installed almost half of the main (~4,000 LF) and has just started work on services. Work has also started on the installation of the stormwater system on 6<sup>th</sup> Street.

Lastly, we continue to evaluate our ability to design and finance the next round of streets. Due to the uncertainty that remains for 6<sup>th</sup> 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 12<sup>th</sup> 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.

### **Capital Needs of the City:**

On this agenda are items in need of attention. Not all items need to be acted on at this meeting, but it is important for the council to be aware of these pending capital items. Most have been known and planned for. They are:

- 1.) Hawkins Grant Application – Memorial Hall. No match requirement by the city.
- 2.) Replacement Fire Truck – discussed at February 8 and February 22 council meetings.
- 3.) New boiler for City Hall – The boiler for city hall has been limped along for some time and the internal parts of the unit have finally failed. At the last inspection prior to starting it for 2023, Lippert Mechanical stated that this winter would likely be the last winter it would be in service safely.

- 4.) Replacement of skid steer for Public Works. The current skid steer is a leased unit and the lease is up. We have the option to purchase, but we've had some issues with it and the department's preference is to either enter into a lease/purchase for a new, Bobcat (current unit is a Kubota) or purchase a new skid steer outright.
- 5.) Servers for City Hall and Police Department – The servers are aging and in need of replacement. ITS, our contractor will be present at the February 22 council meeting to discuss in more detail.
- 6.) Water Intake - Silt Issue – We've been fighting silt in the intake for some time. At one time, there was a silt pump that kept the silt suspended in the water, but that pump and the rail system it rides on failed and was not replaced. As the silt fills in the intake, the silt inhibits the intake pumps from bringing water in from the river, risking damage to the intake pumps as well. This needs to be addressed.
- 7.) New roof at city hall. The roof at city hall was discussed in 2022 and 2023. For 2024 we budgeted funds to replace the roof as it has started to leak.

**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.