

OSAWATOMIE CITY COUNCIL
AGENDA

August 11, 2022

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. August 11th Agenda
 - B. July 28, 2022 Council Workshop Minutes
 - C. July 28, 2022 Council Meeting Minutes
 - D. Pay Application(s)
 - E. 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
 - A. **(Resolution 1032 to be considered first and then appointments)** Arts Commission
 - Shay Hanyak - Heather Burke - Nicole Henness - Jordy Goff
 - Sarah Dorsett - Elizabeth Holmes - Emily Duncan
9. Unfinished Business
10. New Business
 - A. Resolution 1029 – Authorizing the Purchase of Transformers for 2023 Grid Conversion Work (Terry Upshaw)
 - B. Resolution 1030 – Resolution updating the City Council on the City of Osawatomie – “List of 55” Update (Mike Scanlon)
 - C. Resolution 1031 – Resolution accepting the KMEA Electric Rate Study (Bret Glendening)
 - D. Ordinance 3813 – Amending Chapter 14 of the City Code related to Prohibited Parking (Michele Silsbee)
 - E. **Resolution 1032 – Resolution accepting the City of Osawatomie Arts Commission Procedure and Policy Booklet and appointing the Presented Slate of Applicants for Voting Membership (Sam Moon)**
 - F. Resolution 1033 – Resolution authorizing city staff to enter into an Agreement with Institute for Building Technology and Safety (IBTS) (Ed Beaudry)
 - G. Resolution 1034 – Resolution directing sale of City-Owned property to Marsha Adams (Ed Beaudry)
 - H. Resolution 1035 – Resolution establishing the 2022 Animal Shelter Rates (Mike Scanlon)
 - I. Resolution 1036 – Resolution setting a public meeting and survey for residents of the Northland requesting de-annexation. (Mike Scanlon)
 - J. Resolution 1037 – Resolution establishing Salary Structure (Mike Scanlon – Handout at meeting)
11. Appeal Hearings (*Hearings held over from July 28, 2022*)
 - A. Mr. Gaikowski
 - B. Ms. Hurlbut

OSAWATOMIE CITY COUNCIL

AGENDA

August 11, 2022

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

- 12. Executive Session related to the Acquisition and Sale of Real Property (20 minutes)
- 13. Council Report
- 14. Mayor's Report
- 15. City Manager & Staff Report
- 16. Adjourn

NEXT REGULAR MEETING – AUGUST 25, 2022

Osawatomie, Kansas. **July 28, 2022.** A work session was held at Memorial Hall located at 411 11th Street. Mayor Hampson called the work session to order at 5:00 p.m. Council members present were Macek, Diehm, Dickinson, LaDuex, Bratton, Filipin and Caldwell. Council member Wright was absent. City Staff present at the meeting were: City Manager Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, Public Works Director Michelle Silsbee and Business Liaison Kari Bradley. Member of the public present was Virginia Adams, John Shaw and Harriett Shaw and Steve Grimes.

WORKSHOP. A presentation was given by the City Manager Mike Scanlon on annexation/de-annexation of properties in and around the City of Osawatomie. The public was then allowed to give their input and concerns.

OTHER DISCUSSION/MOTIONS.

The work session ended at 5:38 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

Osawatomie, Kansas. **July 28, 2022.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor Nick Hampson called the meeting to order at 6:30 p.m. Council members present were Macek, Diehm, Dickinson, LaDuex, Bratton, Filipin and Caldwell. Council member Wright was absent. City Staff present at the meeting were City Manager, Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Building Official Ed Beaudry, Public Works Director Michele Silsbee, Nuisance Officer David Ellis, Public Safety Officer Grant Sparks and Business Liaison Kari Bradley. Members of the public were: Virginia Adams, Carolyn Cole, Derek Henness, David Ellis, Kyle Spielbusch and Father Barry Clayton.

INVOCATION. – Father Barry Clayton, St. Philip Neri Church

CONSENT AGENDA. Approval of July 28th Agenda, July 14th Council Workshop Minutes, July 14th Council Meeting Minutes, July 21st Special Council Meeting Minutes, Special Event Permit – Elks Riders #921 – Carwash and Slip-n-Slide, Special Event Permit – Elks Riders #921 – Scary Trail/Trick-or-Treat **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda minus the two Elks Riders Special Event Permits, minus the Gaikowski and Hurlbut Hearing of Appeals, an addition of Resolution 1026A under new business and add an executive session. Yeas: All. The two special event permits need to be brought back with additional information. Gaikowski requested his hearing appeal be postponed and Hurlbut was not at the meeting. Both hearings have been rescheduled to August 11th.

COMMENTS FROM THE PUBLIC.

Father Barry Clayton – Thank you for your service that you provide to the community. Pastor John Wastlund and his wife was in a car accident. Although it was a fairly serious accident, they are both alright just a little sore. Any prayers would be appreciated. Also, the Ministerial Association plan to meet next month. The intent is to further formalize the association.

PUBLIC HEARINGS. -None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

Presentation of the 2021 Financial Audit – Kyle Spielbusch with Jarred, Gilmore & Phillips, P.A. presented the 2021 Audit. The employee benefits fund was overbudget. During the audit, it was discovered that the Fire department operated a bank account that was not recorded on the City's financial statement. This account contained the collection of fire report fees that should be recorded in the general fund. It was also noted that each check contained only one signature. It is best practice that all checking accounts held by the City and its departments to require at least two signers for all checks.

UNFINISHED BUSINESS.

RESOLUTION 979 – POWER PURCHASE AGREEMENT WITH EVERGY FOR SOLAR ARRAY – City staff has been operating under the MOU approved by the City Council back in October 2021 (Resolution 934) and the Solar Development Agreement approved in

January 2022 (Resolution 952). The time has come to move on to the next phase of the development of this project. We (city staff with the assistance of KMEA) have finished negotiations of the power purchase agreement with Evergy. KMEA has since hired an attorney to serve as in house counsel and she had a couple of minor suggestions on how to modify the buyer curtailment section of the PPA. That has since been completed and everyone is in agreement with the language of the final PPA. Once this agreement is executed, Evergy will be released to begin engineering and procurement of the facility. The final PPA price will be known prior to executing this PPA on September 8, 2022 and once we have that price, I will pass that information along.

NEW BUSINESS.

RESOLUTION 1022 – AUTHORIZING SALE AND DELVIERY OF TRANSFORMER TO CITY OF HORTON – The City of Horton is undergoing an expansion/remodel of their high school. Due to transformer lead times, they will not have the transformer that they have purchased prior to the start of school. We have a spare (stock) transformer that we would like to sell them. This transformer was purchased last year for \$15,800. They will pay \$16,000 for it, as well as labor and equipment for two city employees to deliver it to them and offload the transformer to the concrete pad it will sit on. The lead time for us to replace this transformer is 30 weeks and the cost to replace this transformer is \$14,575. We do not anticipate any adverse impacts to service delivery as this is not the only 500 KVA transformer in stock. **Motion** made by LaDuex, seconded by Filipin to approve Resolution 1022 – Authorizing the sale and delivery of stock transformer to the City of Horton as presented. Yeas: All.

RESOLUTION 1023 – ANIMAL SHELTER IMPROVEMENT COST ALLOCATION – Resolution 1023 begins the process of funding and making improvements to the Osawatomie Animal Shelter. The resolution as presented limits the cost of the city to 20 % (up to \$100,000) of the estimated construction costs. Further it also includes an assurance that 75% of this cost will be covered by additional fees charged to participating partners in the project and can be structured into a loan. **Motion** made by LaDuex, seconded by Bratton to approve Resolution 1023 – Directing the city manager to take certain actions in renovating and improving the Osawatomie Animal Shelter as presented. Yeas: All.

RESOLUTION 1024 – AUTHORIZING TEMPORARY NOTE RENEWAL – A couple of years ago we issued temporary notes for the replacement of failed/broken sewer lines across the Marais Des Cygnes. As we approach the maturity date of the note, we have determined that we would be best served to roll them temp notes into a new note. The expiring note value is \$421,000. The sewer utility currently has a cash balance of approximately \$200,000 but a little over half of this amount will be transferred to the bond and interest fund to make payments on existing bonds for our sewer utility. We have determined that it can support paying \$75,000 towards the original \$421,000 amount. This will result in a new temp note that will mature on 09/01/24 that has a principal balance of \$346,000. **Motion** made by Dickinson, seconded by Macek to approve Resolution 1024 – Directing the issuance, sale and delivery of general obligation temporary notes, series 2022-1, of the City of Osawatomie, Kansas, providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said note as they become due; making certain covenants and agreements to provide for the payment and security

thereof; and authorizing certain other documents and actions connected therewith as presented. Yeas: All.

RESOLUTION 1025 – AUTHORIZING REPAIR AND REPLACEMENT OF MEMORIAL HALL ROOF – Council approved resolution 812 establishing a plan for the repair and renovation of Memorial Hall. Staff received two bids on the RFP for the removal and repair of the roof. **Motion** made by Bratton, seconded by Macek to approve Resolution 1025 – Accepting the bid from Wright Construction (Wright Investment Properties, LLC) for the removal and repair of the roof at Memorial Hall in the amount of \$118,400.00 as presented. Yeas: (5) Macek, Diehm, Dickinson, Bratton, and Filipin. Nays: (2) LaDuex and Caldwell.

RESOLUTION 1026 – BID/SELL AGREEMENT WITH THIRD PARTY – This resolution relates to an agreement between the City of Osawatomie and Premier Real Estate of Paola, LLC related to the purchase of property from Miami County located on the south side of 327th Street west of 169 Highway and across from Victory Chevrolet. **Motion** made by Macek, seconded by Bratton to approve Resolution 1026 – Directing the Mayor to sign the Bid/Buy-Sell Agreement with Premier Real Estate of Paola, LLC related to the purchase of property from Miami County Located on the south side of 327th Street West of US Highway 169 and across from Victory Chevrolet as presented. Yeas: All.

RESOLUTION 1026A – PURCHASE OF REAL PROPERTY 327TH STREET PARCEL – Resolution 1026 and 1026A are companion resolutions. Resolution 1026A relates to directing the City Manager to complete and record the sale of the property that the City was the winning bidder on at 9:00 a.m. on July 28, 2022. **Motion** made by Macek, seconded by Bratton to approve Resolution 1026A – Directing the city manager to continue with the purchase of real property south of 327th street west of US Highway 169 hereby identified by Miami County as parcel id's (061-139-29-0-00-04-001.00-0) for the bid price of \$256,000.00 as presented. Yeas: All.

RESOLUTION 1027 – SETTING AN ANNEXATION POLICY FOR THE CITY OF OSAWATOMIE – This resolution details in Section 1, the requirements city staff must provide to the council when bringing annexations to the fore. Section 2 directs city staff to perform a review of all city owned property and confirm that all city owned property is currently within city limits, and if it is not, bring it before the council for annexation, following the procedures detailed in Section 1. Section 3 discusses current parcel(s) for annexation as shown in Exhibit A. **Motion** Made by Macek, seconded by Bratton to approve Resolution 1027 – Setting forth the policies and procedures for future annexations into the City of Osawatomie and directing the initiation of annexation proceedings for existing city owned parcels of land as presented. Yeas: All.

RESOLUTION 1028 – RURAL HOUSING INCENTIVE DISTRICT AND HOUSING NEEDS ANALYSIS – Resolution 1028 and the housing needs analysis that is included in the resolution make up the first steps in the formation of an RHID in the City of Osawatomie. RHID's have become a very common tool in the development of residential housing in rural Kansas. This tool was recently expanded to allow up to a 25-year reimbursement and now can be used in reinvesting in second story downtown buildings for residential uses. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 1028 – Making certain findings and determinations as to the need for the housing within the City of Osawatomie, Kansas and setting forth the legal

description of real property proposed to be designated as a rural housing incentive district within the city as presented. Yeas: All.

EXECUTIVE SESSION – Motion made by Lawrence, seconded by Filipin that the City Council recess into closed, executive session for the purpose of discussing personnel matters of nonelected personnel pursuant to the exception in K.S.A. 75-4319(b)(1). The closed meeting will last 15 minutes and will resume in Memorial Hall at 8:25 p.m. Also attending will be City Manager Mike Scanlon and City Attorney Jeff Deane.

The council meeting resumed to open session at 8:25 p.m. with no action taken.

COUNCIL REPORTS

Cathy Caldwell ~ 10 Acres was mowed and it looks nice. It was great that Kari shared some of the things from the Chamber's strategic planning meeting. It is great that some of the roads are getting repaired and it is really nice on how they are proceeding with that.

Dale Bratton ~ asked how is the project going on the downtown building remodel that received the grant money.

Karen LaDuex ~ heard the President's infrastructure policy advisor to the cabinet talking about infrastructure. The main thing that he talked about was childcare. You will not be able to entice anyone to take a job or live in their town if they cannot find childcare.

Dan Macek ~ Very excited about the things that we are doing like buying land and creating the RHID for 10 acres. It is very easy to get bogged down in the negative things in the community. Thank you, Mike, Bret and Tammy, for all your work on these projects.

MAYOR'S REPORT -I want to thank Brett on his Operations Report – if you haven't seen them in the packet pay attention for them, they give you a good overview on some of our most complex projects.

Another big congrats to Bret on getting the FEMA Levee Certification to the end. I think Mike told me this was a 14-year journey. With that levee certification we begin the process of updating our floodplain maps which I believe we will start working on in the next couple of weeks with the county.

I want to thank Jeff, Bret and Mike related to their work with Victory and the land purchase and putting a really complex deal together in a short amount of time. God job guys – that's going to make a difference in our community.

I know it's a thankless job, but David Ellis has done a fabulous job for us in Codes Enforcement. We are lucky to have him and I want to publicly thank him for all his efforts on our behalf.

The RHID we passed tonight is going to get housing built in our community – and I want to encourage all of the City Council to take time to call our Miami County Commissioners and urge

them to support the RHID that we will be presenting to them in the next month. I believe Mike is writing a letter that we can all sign showing our support and I'm sure between Sam and Mike we will be signing a letter in short order.

CITY MANAGER & STAFF REPORTS. – On August 11th at 5:30 we will be doing a ribbon cutting at the corner of 5th and Main where our first Electric Vehicle Charging station will go up. We received a DOE grant in November. We are working with USDA to try to pair some grant money that is available to opportunity zones and use it with our EV plan. We are looking at locating 20 – 30 charging stations around town on the commercial side and then use 10 acres as an example of how it can be used in residential.

Annexation is a go. De-annexation we will have a meeting on September 1st.

Working on trying to obtain National Historic Park status.

Scanlon gave an update on grants.

The second mural for downtown will go on the building next to the open spot.

Scanlon and Glendening will both be presenting at the ICMA conference on Solar and Downtown Development.

Glendening met with KDOT regarding the underpass and they still can't prove it's the City's responsibility to maintain it.

Door hangers were posted on Brown Street for the road construction. That has been pushed back a week due to the rain.

OTHER DISCUSSION/MOTIONS.

Motion made by Filipin, seconded by LaDuex to adjourn. Yeas: All. The mayor declared the meeting adjourned at 8:51 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

August 4, 2022

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 **June** as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
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	0.0%	\$0.00

*Updated, refer to Contract Amendment 01

Subtotal Amount Due: \$0.00
Total Completed to date: \$244,000.00
Prior Billings to Date: \$244,000.00

Resident Project Observation

Contract Amount	\$	234,000.00	
Work Completed to Date	\$	22,848.96	10%
Work Previously Billed	\$	18,538.96	
Subtotal		\$4,310.00	

Additional Services

Contract Amount	\$	5,000.00	
Work Completed to Date	\$	5,000.00	100%
Work Previously Billed	\$	5,000.00	
Subtotal		\$0.00	

Total Amount Due: \$4,310.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
Project Engineer

Construction Administration and Observation

Position	Hours/Miles/Units	Hourly Rate	Total Cost	
Principal		\$	222.00	\$ -
Project Engineer 4	6.0	\$	177.00	\$ 1,062.00
Project Engineer 3	16.0	\$	167.00	\$ 2,672.00
Project Engineer 1		\$	135.00	\$ -
Design Engineer	4.5	\$	128.00	\$ 576.00
Architect		\$	185.00	\$ -
Design Architect		\$	117.00	\$ -
Technician II		\$	99.50	\$ -
Senior Construction Observer		\$	140.00	\$ -
Certified Construction Observer		\$	114.00	\$ -
Drexel Planroom Expense		\$	201.56	\$ -
Mileage		\$	0.58	\$ -
Total			\$	4,310.00

Additional Services

Position	Hours	Hourly Rate	Total Cost	
Principal		\$	222.00	\$ -
Project Engineer 4		\$	177.00	\$ -
Project Engineer 3		\$	167.00	\$ -
Project Engineer 1		\$	135.00	\$ -
Architect		\$	185.00	\$ -
Design Architect		\$	117.00	\$ -
Technician II		\$	99.50	\$ -
Senior Construction Observer		\$	140.00	\$ -
Certified Construction Observer		\$	114.00	\$ -
Mileage		\$	0.58	\$ -
Total			\$	-

Notes:

Prepared for construction phase services.

* *by email only* *

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

August 4, 2022

INVOICE #4

Re: 2023 Osawatometie WTP Improvements
 Osawatometie, Kansas

BG Project No. 22-1194L

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

This Invoice is for services performed during the month of July 2022 as follows:

	Lump Sum Amount	% Complete Progress	Subtotal
<u>Basic Services</u>			
Preliminary Design.....	\$ 1,015,300.00	12.20%	\$ 123,866.60
Final Design.....	\$ 835,700.00	0.00%	\$ -
Bidding.....	\$ 25,000.00	0.00%	\$ -
Construction Phase.....	\$ 532,500.00	0.00%	\$ -
Post-Construction.....	\$ 7,500.00	0.00%	\$ -
		Subtotal #1 =	\$ 123,866.60

Resident Project Representative (RPR)

RPR Services (Not to Exceed).....	\$ 980,000.00		
Engineer IV.....	0.0 hrs @ \$ 144.00 /hr	\$	-
Engineer II.....	0.0 hrs @ \$ 130.00 /hr	\$	-
Senior Construction Observer.....	0.0 hrs @ \$ 120.00 /hr	\$	-
Certified Construction Observer.....	0.0 hrs @ \$ 103.00 /hr	\$	-
	Subtotal #2 =	\$	-
Total Construction Observation Services Billed Thru this Invoice.....		\$	-
Contract Value of Construction Observation Services Remaining.....		\$	980,000.00

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 123,866.60
Less Previous Amount Billed (Thru Invoices: #3).....	\$ 93,407.60
Total Amount Owed this Invoice.....	\$ 30,459.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 30,459.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 30,459.00
--------------------------------------	---------------------

For questions, please contact me at 785-749-4474 or paul.owings@bgcons.com.

Sincerely,



Paul Owings, P.E.
 Project Manager

* **by email only** *

City of Osawatimie

August 6, 2022

Attn: Bret Glendening, Deputy City Manager

439 Main Street

Osawatimie, KS 66064

INVOICE #6

Re: Brown Street Improvements (16th to 18th Street) BG Project No. 22-1139L
Main Street Terrace (18th Street to 16th Street) / Walnut Avenue (6th Street to 4th Street)
18th Street (Main Street to Brown Avenue) / Brown Avenue (12th Street to 7th Street)
6th Street (Lincoln Avenue to Kelly Avenue)
Osawatimie, Kansas

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

This Invoice is for services performed during the month of July 2022 as follows:

<u>Design Phase Services</u>	Lump Sum Amount	% Complete Progress	Subtotal
Design, Bid, and Const. Eng. Services (Lump Sum Fee).....	\$ 760,500.00	32.00%	\$ 243,360.00
		Subtotal #1 =	\$ 243,360.00
Contract Value of Design Phase Services Remaining.....			\$ 517,140.00

Construction Observation

Observation Services (Not to Exceed).....	\$ 120,000.00		
Principal II.....	0.0 hrs @	\$ 226.00 /hr	\$ -
Engineer IV.....	0.0 hrs @	\$ 144.00 /hr	\$ -
Engineer II.....	0.0 hrs @	\$ 130.00 /hr	\$ -
Engineer I.....	0.0 hrs @	\$ 111.00 /hr	\$ -
Senior Construction Observer.....	0.0 hrs @	\$ 120.00 /hr	\$ -
Certified Construction Observer.....	0.0 hrs @	\$ 103.00 /hr	\$ -
		Subtotal #2 =	\$ -
Total Construction Observation Services Billed Thru this Invoice.....			\$ -
Contract Value of Construction Observation Services Remaining.....			\$ 120,000.00

Reimbursable Expenses

None this month.....	\$ -
	Subtotal #3 = \$ -

Total Amount of Services Complete (Subtotals #1 + #2 + #3).....	\$ 243,360.00
Less Previous Amount Billed (Thru Invoices: #5).....	\$ 197,730.00
Total Amount Owed this Invoice.....	\$ 45,630.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 45,630.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 45,630.00
--------------------------------------	---------------------

For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,



Diane Rosebaugh, P.E.

Project Manager | Associate Principal

* **by email only** *

City of Osawatomie

August 6, 2022

Attn: Bret Glendening, Deputy City Manager

439 Main Street

Osawatomie, KS 66064

INVOICE #7

Re: Brown Street Improvements (16th to 18th Street)
Osawatomie, Kansas

BG Project No. 22-1115L

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

This Invoice is for services performed during the month of July 2022 as follows:

<u>Design Phase Services</u>	Lump Sum Amount	% Complete Progress	Subtotal
Design, Bid, and Const. Eng. Services (Lump Sum Fee)...	\$ 15,000.00	100.00%	\$ 15,000.00
		Subtotal #1 =	\$ 15,000.00

Construction Observation

Observation Services (Not to Exceed).....	\$ 34,200.00		
Principal II.....	4.0 hrs @	\$ 226.00 /hr	\$ 904.00
Intern Engineer I.....	1.0 hrs @	\$ 105.00 /hr	\$ 105.00
Technician III.....	4.0 hrs @	\$ 115.00 /hr	\$ 460.00
Technician I.....	8.5 hrs @	\$ 65.00 /hr	\$ 552.50
Senior Construction Observer.....	0.0 hrs @	\$ 120.00 /hr	\$ -
Certified Construction Observer	0.0 hrs @	\$ 103.00 /hr	\$ -
		Subtotal #2 =	\$ 2,021.50
Total Construction Observation Services Billed Thru this Invoice....			\$ 2,021.50
Contract Value of Construction Observation Services Remaining...			\$ 32,178.50

Reimbursable Expenses

None this month.....	\$ -
	Subtotal #3 = \$ -

Total Amount of Services Complete (Subtotals #1 + #2 + #3).....	\$ 17,021.50
Less Previous Amount Billed (Thru Invoices: #6).....	\$ 13,950.00
Total Amount Owed this Invoice.....	\$ 3,071.50
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 3,071.50

TOTAL AMOUNT DUE THIS INVOICE	\$ 3,071.50
--------------------------------------	--------------------

For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,



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



Public Service Application

(one application per committee)

Name: Heather D Burke
Physical Address: 516 Parker Ave
Mailing Address (if different): _____
City, State, Zip: Osawatomie, KS 66064
Cell: 620-203-8330 Work: _____ E-Mail: hdburke829@gmail.com
Place of Employment: USDA-Farm Service Agency Position: County Executive Director
Product or services rendered by employer: Farm Programs for our local Farmers/Ranchers
Brief description of job duties/responsibilities: I am supervisor for 3 staff members. We serve our local farmers/ranchers with programs to help with their farming operations. I oversee all programs are implicated correctly/timely.
Spouse's place of employment: Consolidated Communications Position: Technician
Product or Service rendered by spouse's employer: Installation/fix Internet and phone lines

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Art Commission

Why do you wish to serve in this position? New to the city and want to make a positive impact to the community and also want to get more familiar with the community. I feel I can bring in ideas that are new and creative to help our community. I also love to give back to the community in which I live as much as possible.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: Not with the City of Osawatomie. I served on the Jetmore Library Board in western KS before moving here. As well as held official positions in with the American Legion and Cub Scout groups.

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: NO

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. 1.

Heather D Burke
Signature

7-5-2022
Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

---- OFFICE USE ONLY ----			
Received: _____	Council Approval Date: _____	Letter of Approval: _____	
Scanned: _____	Term Expiration Date: _____	Letter of Non- Approval: _____	

Public Service Application

(one application per committee)

Name: Sarah J. Dorsett

Physical Address: 109 Shady Lane

Mailing Address (if different): _____

City, State, Zip: Osawatomie, KS 66064

Cell: 913-731-2162 Work: _____ E-Mail: _____

Place of Employment: Freedom's FrontTire Position: Bicycle mechanic/Owner

Product or services rendered by employer: Bicycle Repair and Sales

Brief description of job duties/responsibilities: Repair and restore used bicycles.

Promote and encourage healthy lifestyle through exercise. Promote the Flint Hills Trail.

Spouse's place of employment: Same as above. Position: Same as above

Product or Service rendered by spouse's employer: Same as above

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Arts Commission

Why do you wish to serve in this position? I love this town, and I want to put forth the effort to promote the arts here, and we have many talented locals who just need encouragement and opportunities. I would love to see: street musicians busking downtown, multiple murals, sculptures, art shows, re-enactors bringing alive the rich history of this town, with using locals of all ages.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: Library Board, 2007-2018, including 2 years as President; Library Board 2019-present.

I am currently attending Downtown Development meetings with Mike Scanlon and others.

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: None

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. 2.

Signature

May 25, 2022

Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

---- OFFICE USE ONLY ----

Received: _____
Scanned: _____

Council Approval Date: _____
Term Expiration Date: _____

Letter of Approval: _____
Letter of Non- Approval: _____



Public Service Application

(one application per committee)

Name: Emily Duncan

Physical Address: 34006 John Brown Hwy.

Mailing Address (if different): _____

City, State, Zip: Osawatomie, KS 66064

Cell: 913-731-2328

Work: 913-755-3220

E-Mail: emilymitchell04@gmail.com

Place of Employment: USD 367

Position: Teacher

Product or services rendered by employer: Education

Brief description of job duties/responsibilities: Provide an education to kindergarten students at Swenson Early Childhood Center

Spouse's place of employment: USD 367

Position: Director of Technology

Product or Service rendered by spouse's employer: Education

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Arts Commission

Why do you wish to serve in this position? To be more involved within the community and provide more opportunities to local artists to display their artistic talents.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: No

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: No

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. NA.

Emily Duncan
Signature

6-10-22

Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

— OFFICE USE ONLY —		
Received: _____	Council Approval Date: _____	Letter of Approval: _____
Scanned: _____	Term Expiration Date: _____	Letter of Non- Approval: _____

Public Service Application

(one application per committee)

Name: Jordy Goff

Physical Address: 1531 Pacific Court

Mailing Address (if different): _____

City, State, Zip: Osawatomie KS 66064

Cell: 9137551633

Work: _____

E-Mail: jordyleigh1@ gmail.com

Place of Employment: Our Clique Photography, The Cornerston

Position: Co-Owner

Product or services rendered by employer: Photography, Video, Events

Brief description of job duties/responsibilities: Documenting family memories and events. Hosting family and business events.

Spouse's place of employment: Same

Position: Co-Owner

Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Mural Committee

Why do you wish to serve in this position? I would love to see Osawatomie thrive. Having sites visitors would travel to see can help in this goal.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: The Mural Committee

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: Yes, we own several businesses here in town which would benefit from the town's growth.

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. 3.

Jordy Goff

Digitally signed by Jordy Goff
Date: 2022.06.10 12:59:49 -05'00'

Signature

Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

--- OFFICE USE ONLY ---

Received: _____

Council Approval Date: _____

Letter of Approval: _____

Scanned: _____

Term Expiration Date: _____

Letter of Non- Approval: _____



Public Service Application

(one application per committee)

Name: Shay Hanyak

Physical Address: 37969 Plum Creek Road

Mailing Address (if different): _____

City, State, Zip: Osawatomie KS 66064

Cell: 913-952-2841

Work: _____

E-Mail: hanyak1@gmail.com

Place of Employment: Lake Region Solid Waste Auth.

Position: Regional Coordinator

Product or services rendered by employer: Non-Profit

Brief description of job duties/responsibilities: Educate and advocate for proper solid waste management
Promote recycling and composting. Grant applications to assist with equipment and training

Spouse's place of employment: _____

Position: _____

Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Arts Commission

Why do you wish to serve in this position? The arts have a long history of increasing understanding between
people who maybe have little in common on the surface. As a very creative and expressive person I value and
encourage having opportunities for individuals to strengthen their identity and share different points of view.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state
your experience as a member: Rotary Club and PRIDE Committee. Until now other groups were not
open to people living outside of City limits

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract
to which the City is, or is to be, a party? If yes, please explain: no

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background
check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. _____.

Signature

Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

Received: _____

Scanned: _____

Council Approval Date: _____

Term Expiration Date: _____

Letter of Approval: _____

Letter of Non-Approval: _____



Osawatimie
KANSAS

Public Service Application

(one application per committee)

Name: Nicole Henness
 Physical Address: 509 Brown Circle Drive
 Mailing Address (if different): N/A
 City, State, Zip: Osawatimie, KS 66064
 Cell: 913-217-8101 Work: 913-791-0685 E-Mail: nicole.w1230@icloud.com
 Place of Employment: Stoussu Position: account manager
 Product or services rendered by employer: decals, stickers, magnets, yard signs, roll labels
 Brief description of job duties/responsibilities: I handle 1 of the largest customers at Stoussu, processing orders, quotes, update orders, general customer service duties
 Spouse's place of employment: Stoussu Position: production scheduler
 Product or Service rendered by spouse's employer: same as above

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

arts Commission

Why do you wish to serve in this position? I have a genuine love for all things art, and bringing my passion to the city. I will be raising my children in would mean a lot to me

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: NO

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: NO

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatimie, Kansas. I reside in Ward No. 5.

Nicole Henness
Signature

6/7/22
Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatimie, KS 66064

info@osawatimieks.org

--- OFFICE USE ONLY ---

Received: _____
Scanned: _____

Council Approval Date: _____
Term Expiration Date: _____

Letter of Approval: _____
Letter of Non-Approval: _____



Public Service Application

(one application per committee)

Name: Elizabeth Holmes

Physical Address: 317 Parker Ave

Mailing Address (if different): _____

City, State, Zip: Osawatomie KS 66064

Cell: 9139092807 Work: _____ E-Mail: lizziemorri@gmail.com

Place of Employment: Farmers Insurance Claims Position: Senior Customer Service Assoc.

Product or services rendered by employer: Insurance claims handling

Brief description of job duties/responsibilities: The chat team's best description is Claims Liason. We work primarily with
agents from all over the country who need assistance with claims handling and working with adjusters to convey the correct info based on legal and claims handling procedures, in an online chat format.

Spouse's place of employment: N/A Position: _____

Product or Service rendered by spouse's employer: _____

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Honestly I have no committee, board or group experience, though a good friend of mine was on the art committee in Bend OR while I was lived there.

Why do you wish to serve in this position? I love this town, I have only been here two years but I purposely bought a home here due the town's potential.

I am also an artist, between 18 years as an award winning colorist and stylist but also watercolor, acrylics, even oil painting is how I spend my time when not working at my day job.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: No

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: None

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. OCW1.

Signature

7/18/2022

Date

PLEASE RETURN TO CITY OFFICES

439 Main Street

PO Box 37, Osawatomie, KS 66064

info@osawatomieks.org

----- OFFICE USE ONLY -----

Received: _____
Scanned: _____

Council Approval Date: _____
Term Expiration Date: _____

Letter of Approval: _____
Letter of Non- Approval: _____



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.A.
Transformer Purchase	Date:	August 1, 2022
Director of Utilities	From:	Terry Upshaw

RE: Resolution 1029 – A Resolution awarding bids for transformers to three separate suppliers.

RECOMMENDATION: Approve Resolution 1029 – Authorizing the purchase of the transformers.

DETAILS: In 2018, the council authorized an upgrade of the city's electric system from 4160/2400KV to 12470/7200KV. City staff solicited proposals from the major suppliers. We received bids from Jerry's Electric, Midwest Electric Transformers, T&R Electric, and Emerald Transformer and they are attached. We requested pricing for each transformer from all suppliers. We continue to struggle with supply chain issues just as everyone else is. While pricing for these transformers has come down ever so slightly, they are still more expensive than what they historically have been.

Compounding this problem is these transformers need to be capable of handling the voltage of the old system (one winding at 4160/2400) and the new system (one winding at 12470/7200). That being said, the list of transformers required for the 2023 conversion work and included in this resolution, covers all of the transformers that are in service on circuit 3.

You'll remember the last batch of transformers were purchased to finish the conversion project on circuits 1 and 6 (NW part of the city). Most of those have been received, but the larger transformers will be delivered in November and will include the replacement transformer for the 500kV unit that the council authorized be sold to help out Horton, KS.

Funds for this purchase will come from the 2023 electric operating budget as well as the CIP Electric Fund.

RESOLUTION NO. 1029

A RESOLUTION AUTHORIZING THE PURCHASE OF TRANSFORMERS FOR THE OSAWATOMIE ELECTRIC UTILITY

WHEREAS, the City of Osawatomie, Kansas, owns and operates an electric generation and distribution utility; and

WHEREAS, the City Council approved upgrading the city's electric system from 4160/2400KV to 12470/7200KV in 2018; and

WHEREAS, the city has requested proposals for the supply of transformers to support the conversion.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, that the City Council hereby authorizes the purchase of new transformers totaling \$188,899 from the vendors listed below, paid for in part from the electric distribution operating budget for 2023 and the CIP – Electric Fund.

Jerry's Electric Inc. (for the conversion)

- | | | |
|-----|-------------------------------------------|-------------|
| 1.) | 1 – 500 kVA 3 phase pad mount transformer | - \$14,975; |
|-----|-------------------------------------------|-------------|

Emerald Transformer (for the conversion)

- | | | |
|-----|-------------------------------------------------|-------------|
| 1.) | 7 – 10 kVA single phase pole mount transformer | - \$ 5,215; |
| 2.) | 5 – 25 kVA single phase pole mount transformers | - \$ 5,600; |
| 3.) | 5 – 37.5 kVA single phase pad mount transformer | - \$ 6,395; |

T & R Electric (for inventory & conversion)

- | | | |
|-----|--------------------------------------------------------------|-------------|
| 1.) | 25 – 25 kVA single phase pole mount transformer | - \$30,375; |
| 2.) | 2 – 50 kVA single phase pole mount transformer | - \$ 3,128; |
| 3.) | 2 – 25 kVA single phase pole mount transformer (wye conf) | - \$ 4,380; |
| 4.) | 1 – 25 kVA single phase pole mount transformer (delta conf) | - \$ 3,570; |
| 5.) | 1 – 112.5 kVA three phase pad mount transformer (delta conf) | - \$12,308; |
| 6.) | 7 – 112.5 kVA three phase pad mount transformer (wye conf) | - \$86,156; |
| 7.) | 1 – 225 kVA three phase pad mount transformer | - \$16,797; |

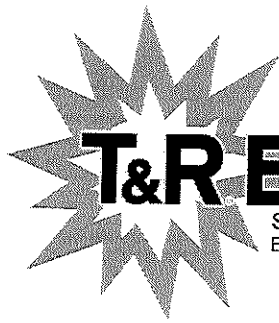
PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

(SEAL)

Nick Hampson, Mayor

Tammy Seamands, City Clerk



T&R ELECTRIC

SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website <http://t-r.com>

Circuit # 3

Quote Rev. 96406-1

Date: 06/02/2022

Contact: Terry Upshaw

Company: Osawatomie City Govt

Phone: 913-755-6800

Fax: 913-755-4164

Email: electric@osawatomieks.org

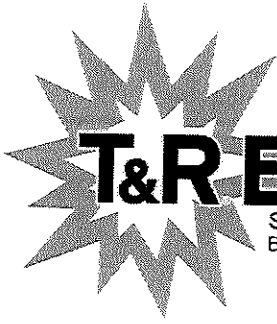
Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	7	POLE MOUNT	1	10	2400/4160Y X 7200/12470Y	120/240	\$1,004.00 USD	\$7,028.00 USD
2	0	RC	20	POLE MOUNT	1	25	2400/4160Y X 7200/12470Y	120/240	\$1,215.00 USD	\$24,300.00 USD
3	0	RC	2	POLE MOUNT	1	50	2400/4160Y X 7200/12470Y	120/240	\$1,564.00 USD	\$3,128.00 USD
4	0	RC	3	POLE MOUNT	1	25	2400/4160Y X 7200/12470Y	277/480Y	\$1,460.00 USD	\$4,380.00 USD
5	0	RC	1	PAD MOUNT	1	25	4160GRDY/2400 X 12470GRDY/7200	480/240	\$3,570.00 USD	\$3,570.00 USD
Grand Total										\$42,406.00 USD

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at gary.bowen@trelectric.com.



T&R ELECTRIC

SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website <http://t-r.com>

Quote Rev. 95867-1

Date: 05/17/2022

Contact: Terry Upshaw

Company: Osawatomie City Govt

Phone: 913-755-6800

Fax: 913-755-4164

Email: electric@osawatomieks.org

Quote Summary

~~22-30~~ 32-34 weeks

Ordered on 7/26/2022

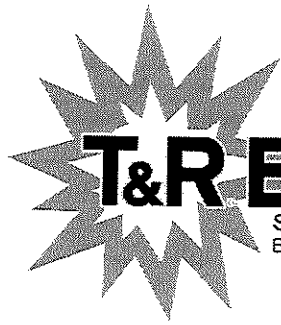
#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	1	PAD MOUNT	3	1500	12470GRDY/7200	4160Y/2400	\$27,536.00 USD	\$27,536.00 USD
2	0	RW	1	PAD MOUNT	3	112	4160GRDY/2400 X 12470GRDY/7200	208Y/120	\$12,308.00 USD	\$12,308.00 USD
3	0	RW	1	PAD MOUNT	3	1500	12470 DELTA X 34500 DELTA	4160Y/2400	\$61,406.00 USD	\$61,406.00 USD
Grand Total										\$101,250.00 USD

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at gary.bowen@trelectric.com.

Sincerely,
Gary Bowen
Sales Representative



T&R ELECTRIC

SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website <http://t-r.com>

Quote Rev. 96388-1

Date: 06/02/2022

Contact: Terry Upshaw

Company: Osawatomie City Govt

Phone: 913-755-6800

Fax: 913-755-4164

Email: electric@osawatomieks.org

Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RW	1	PAD MOUNT	3	112	4160GRDY/2400 X 12470GRDY/7200	240 DELTA/120	\$12,308.00 USD	\$12,308.00 USD
2	0	RW	7	PAD MOUNT	3	112	4160GRDY/2400 X 12470GRDY/7200	208Y/120	\$12,308.00 USD	\$86,156.00 USD
3	0	RW	1	PAD MOUNT	3	225	4160GRDY/2400 X 12470GRDY/7200	208Y/120	\$16,797.00 USD	\$16,797.00 USD
4	0	RC	1	PAD MOUNT	3	500	4160GRDY/2400 X 12470GRDY/7200	208Y/120	\$15,564.00 USD	\$15,564.00 USD
Grand Total										\$130,825.00 USD

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at gary.bowen@trelectric.com.

Sincerely,
Gary Bowen

JERRY'S ELECTRIC, INC

July 20, 2022

Ph: 913-755-6800

City of Osawatomie
P.O. Box 37
Osawatomie KS, 66064

Attention: Terry Upshaw

Jerry's Electric is pleased to quote the following price to you for remanufactured three phase oil-filled pad mount transformer:

Primary voltage: 12470y/7200 X 4160y/2400
Taps: NO
Dead front (with wells & 15 kv 200amp inserts)
Loop Feed
Bayonet fusing
Secondary voltage: 208y/120
LV spades
Gauges, oil level
Pressure relief valve
Drain valve w/sampler

1) 500 KVA @ \$14,975.00

Total: \$ 14,975.00

Ready to ship in 48--52 weeks after receipt of purchase order.
Availability of copper may play a factor in lead time and price
Freight Included to Osawatomie KS
Outside shipping paid by end user

Prices are quoted for acceptance within 30 days.
Quotation is based on current inventory, subject to change without notice.

The transformer will be filled with **New Transformer Oil**. The transformer will carry our standard **Three Year Warranty** from the date of delivery.

Respectfully,

Chuck Leeds,

Sales Representative
Jerry's Electric, Inc.

P.O. Box 209 - Colman, SD - 57017-0209 - Ph. 800-843-9834 - Fax 605-534-3518
E-mail: cleeds@jerryselectric.com - Website: www.jerryselectric.com



Quote Number: 00001769
Date: 7/22/2022
Prepared By: Christopher Briggs
cbriggs@emeraldtransformer.com

Bill To:
Osawatome City Utilities
225 South 9th
Osawatome, KS 66064

Business Development Rep: Keith Tucker
ktucker@emeraldtransformer.com

Ship To:
Osawatome City Utilities

Product Name	Code	Sale Price	Quantity	Total Price
Stock Single Phase Polemount 25 KVA	SFSRCPL1P25	1120.00	5.00	5600.00

HV: 2400/4160Y x 7200/12470Y (95 BIL)

LV: 120/240 (30 BIL)

65 Degree C Rise, 60 Hertz

No Taps

Conventional

(2) Cover Mounted Primary Bushings

10 KV MOV Polymer Arrestor

Non-PCB Mineral Oil (ONAN)

Stock Single Phase Polemount 37.5 KVA	SFSRCPL1P37.5	1279.00	5.00	6395.00
---------------------------------------	---------------	---------	------	---------

HV: 2400/4160Y x 7200/12470Y (95 BIL)

LV: 120/240 (30 BIL)

65 Degree C Rise, 60 Hertz

No Taps

Conventional

(2) Cover Mounted Primary Bushings

10 KV MOV Polymer Arrestor

Non-PCB Mineral Oil (ONAN)

Stock Single Phase Polemount 10 KVA	SFSRCPL1P10	745.00	7.00	5215.00
-------------------------------------	-------------	--------	------	---------

HV: 2400/4160Y x 7200/12470Y (95 BIL)

LV: 120/240 (30 BIL)

65 Degree C Rise, 60 Hertz

No Taps



Quote Number: 00001769
Date: 7/22/2022
Prepared By: Christopher Briggs
cbriggs@emeraldtransformer.com

Conventional

(2) Cover Mounted Primary Bushings

10 KV MOV Polymer Arrester

Non-PCB Mineral Oil (ONAN)

Stock Single Phase Polemount 50 KVA	SFSRCPL1P50	1630.00	2.00	3260.00
-------------------------------------	-------------	---------	------	---------

HV: 2400/4160Y x 7200/12470Y (95 BIL)

LV: 120/240 (30 BIL)

65 Degree C Rise, 60 Hertz

No Taps

Conventional

(2) Cover Mounted Primary Bushings

10 KV MOV Polymer Arrester

Non-PCB Mineral Oil (ONAN)

Grand Total: \$20,470

Sales Tax: Taxes will be added for product delivered to or picked up by customers unless a tax exempt or resale certificate is provided with purchase order.

FOB: Shipping Point | Shipping & Handling: Prepaid & Allowed | Shipment: 20-22 Weeks |
Warranty: 5 Years

Limited Quantities Available. Subject to Prior Sale.

GENERAL TERMS & CONDITIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days and lead times will vary.
- If the customer cancels an order, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard repair pricing includes a new PRV and gaskets. All other parts will be at additional cost.
- Pricing unless otherwise reflected does not include transportation or offloading fees at customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. Customer is also responsible for loading the truck/ trailer when returning equipment.
- Emerald Transformer' standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.
- Units quoted are subject to prior sale.

For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed: _____

Date: _____

Purchase Order Number: _____

STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("Covered Equipment"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of five (5) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "Warranty").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- a. Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

REV AUG 2020 TWR



June 7, 2022
Quote Number: 1934

City of Osawatomie
Terry Upshaw
Osawatomie, Kansas

Midwest Electric Transformer Services is pleased to offer the following quotation for your consideration:

- | | | |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Qty: 2) | 50 KVA Single Phase Polemount Transformers
Primary Voltage: 2400/4160Y x 7200/12470Y (95 KV BIL)
Secondary Voltage: 120/240 (30 KV BIL)
Dual Voltage, No Taps
60 Hz, 65 °C Rise, Standard Impedance
2) Cover Mounted HV Bushings
3) Sidewall Mounted LV Bushings
1) 10 KV Lightning Arrester
Pressure Relief Valve
Conventional Units
Non-PCB Mineral Oil | Price: \$4,715.00 each |
| Qty: 3) | 25 KVA Single Phase Polemount Transformers
Primary Voltage: 2400/4160Y x 7200/12470Y (95 KV BIL)
Secondary Voltage: 277/480Y (30 KV BIL)
Dual Voltage, No Taps
60 Hz, 65 °C Rise, Standard Impedance
2) Cover Mounted HV Bushings
2) Sidewall Mounted LV Bushings
1) 10 KV Lightning Arrester
Pressure Relief Valve
Conventional Units
Non-PCB Mineral Oil | Price: \$3,170.00 each |
| Qty: 1) | 25 KVA Single Phase Padmount Transformer
Primary Voltage: 4160Y/2400 x 12470Y/7200 (95 KV BIL)
Secondary Voltage: 480/240 (30 KV BIL)
Dual Voltage, No Taps
60 Hz, 65 °C Rise, Standard Impedance
Dead Front, Loop Feed
2) Well and 15 KV Insert HV Bushings
3) Stud LV Bushings
Pressure Relief Valve
Non-PCB Mineral Oil | Price: \$6,295.00 each |

Qty: 1)

500 KVA Three Phase Padmount Transformer
Primary Voltage: 4160Y/2400 x 12470Y/7200 (95 KV BIL)
Secondary Voltage: 208Y/120 (30 KV BIL)
Dual Voltage, No Taps
60 Hz, 65 °C Rise, Standard Impedance
Dead Front, Loop Feed
6) Well and 15 KV Insert HV Bushings
4) Stud LV Bushings
Pressure Relief Valve
Drain Valve and Sampler
Non-PCB Mineral Oil

Price: \$24,410.00 each

Shipment: 20-22 Weeks ARO

Warranty: 3 Years

FOB: Freight Allowed to Kansas

Terms: Net 30 Days with prior approved credit.

~Pricing valid for 15 days.

If you have any questions or if you need anything additional regarding this quote, please call me at 785-577-5475.

Thank you,

Reed Hammond – Manager
Midwest Electric Transformer Services
785-577-5475
reed@midwesttransformer.com



Terry Upshaw <tupshaw@osawatomieks.org>

Quote

Reed Hammond <reed@midwesttransformer.com>
To: Terry Upshaw <tupshaw@osawatomieks.org>

Mon, May 23, 2022 at 10:41 AM

Terry,

See below.

1 1500KVA pad mount 3 phase primary dual voltage 34,500-12470 Delta secondary 4160/2400 Wye bayonet fusing feed thru dead front. - \$99,875 NEW

1 1500KVA pad mount 3 phase primary 12470/7200 Wye, secondary 4160/2400 Wye bayonet fusing feed thru dead front. - \$57,345

1 112.5KVA pad mount 3 phase primary dual voltage 12470/7200 - 4160/2400 secondary 120/208 wye bayonet fusing feed thru dead front. - \$12,505

28-30 Weeks

Reed Hammond

C: 785-577-5475

From: Terry Upshaw <tupshaw@osawatomieks.org>
Sent: Friday, May 13, 2022 10:10 AM
To: Reed Hammond <reed@midwesttransformer.com>
Subject: Quote

Can I get a quote and lead times on the following transformers?

[Quoted text hidden]



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.B
	Date:	August 9, 2022
City Manager	From:	Mike Scanlon

RE: Resolution 1030 updates the list of 55 projects for 2022 as presented by City Staff.

RECOMMENDATION: That the City Council approve Resolution 1030 an update to the list of 55 projects for 2022 as presented by City Staff.

DETAILS: Resolution 1030 provides an update to the list of 55 projects for 2022 to be used in assisting the City Council in gauging the performance of the City Manager.

The City Manager will provide further details at the meeting.

Related Statute / City Ordinances	Resolution 960
Line Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 1030

**A RESOLUTION UPDATING THE LIST OF 55 PROJECTS
FOR 2022 AS PRESENTED BY CITY STAFF.**

WHEREAS, the City of Osawatomie, Kansas, has established five goals for the Community; and

WHEREAS, through various Resolutions and Ordinances the City Council has undertaken to direct staff on the particular projects that they would like the city to undertake; and

WHEREAS, we have begun to align our forecast, budgets and projects to meet the Five (5) big goals we have set as a community; and

WHEREAS, in the month of August the City Manager is reviewed and his pay adjusted based on performance; and

WHEREAS, it's fitting to review the progress of the city related to these 55 projects to assist in grading the performance of the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council has been provided a written and verbal update on the **List of 55 projects for 2022** and that the City Manager continue to update and build off this list for the coming months and years.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

City of Osawatomie

List of 55 Projects for 2022

Update

1. ~~Selection of City Attorney / City Prosecutor~~
2. ~~2022 Tourism Committee Appointment and Events List~~
3. ~~2021 Audit~~
4. ~~2022 Budget Detail and Budget Book~~
5. ~~2023-2027 Five-Year Financial Forecast~~
6. ~~2023 Budget~~ Development
7. ~~June 2022 DH Reviews~~
8. ~~December 2022 DH Reviews~~
9. ~~Strategic Plan Adoption 2022 – 2026~~
10. ~~2022 DH / Supervisory Training Schedule~~
11. ~~2022 Appointed and Elected Officials Training~~
12. ~~Building Codes 2018 Update (Currently 2006)~~
13. ~~Comprehensive Plan Update~~
14. ~~Sanitary Sewer Plant Repairs and Replacement~~
15. ~~Water Plant Replacement and Funding (Ongoing)~~
16. ~~Street Repair~~ and Replacement (Ongoing)
17. ~~Final phase of sewer line rehabilitation (I&I problem) (Ongoing)~~
18. ~~Water Line Replacement and Funding (Ongoing)~~
19. ~~Street Repair and Replacement Funding (Ongoing)~~
20. ~~Sidewalk Repair and Replacement – Inventory (Ongoing)~~
21. ~~Complete GIS for all Utilities, Streets and Sidewalks~~
22. ~~Contract for Mowing of Public Parks, Spaces and Violations~~
23. ~~Vehicle Inventory and 10-Year Replacement Schedule – Enterprise Fleet Mgmt~~
24. ~~Osawatomie Downtown Community Development Corporation (ODCDC)~~
25. ~~Osawatomie Land Bank (OLB)~~
26. ~~Masonic Lodge Redo (Possibilities – Library / Visitor Center / Coffee Shop)~~
27. ~~2022 Planning Sustainable Places Implementation Grant Application~~
28. ~~Acquisition of Downtown Properties (500 / 510 / Stan Gray Conversion)~~
29. ~~Downtown Vacant Property Investments (City-Owned – \$20,000)~~
30. ~~Electric/Cable Utility Locations (Main Street Alleys – 3-year Plan)~~
31. ~~Residential Development City-Owned Property RFPs~~
32. ~~Install Mile Zero Bike Stand~~
33. ~~Downtown Mural Installations~~ (one funded / two with Hawkins Grant)
34. ~~Osawatomie Downtown Merchants Association (ODMA)~~
35. ~~Memorial Hall Repairs (Inventory~~ and then phase over 2022-2023)
36. ~~John Brown Cabin (Garage Conversion and Investments for Gift Shop)~~
37. ~~Designation of the JB Cabin and Park as a National Historic Site (NHS) – Trip to Washington (Bret/Mike/Sam/Kari) – September NLC~~
38. ~~FM Radio – School / City – USDA Grant~~
39. ~~Renovation and Repair Animal Shelter – USDA Grant~~

40. JBJ 2.0 Event (Carnival)
41. LOTL (Fireworks)
42. Freedom Festival (Reenactment)
43. Border War BBQ (Contest)
44. City Hall and facility clean out and archive
45. ~~Solar Array Development~~ and Construction (Evergy)
46. ~~Power Purchase Agreement — State of Kansas (No Longer Necessary)~~
47. ~~Annexation and Deannexation~~ of parcels (Primarily Northland)
48. Northland Project 1 (Tract 2 - Janet (buffer south / west))
49. Northland Project 2 (Doug P / Other Uses)
50. OSH MB Trail / Jefferson Highway Connection
51. Valley Heights Project (Goffs)
52. Update Incentive Policy (Use Miami County Template)
53. ~~All things ARPA (Dedicating future dollars to #15 thru #18)~~
54. Diesel generators need to be registered with SPP / Registered = Reliable
55. Conversion of Electric Grid to 12470/7200kW (3ph vs. 1ph)

===== 10 Unexpected Things That Will Happen (Emergency) =====

56. Water line breaks - lines > 6" (various)

57. Flooding (various)

58. _____
59. _____
60. _____
61. _____
62. _____
63. _____
64. _____
65. _____



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.C.
Accepting Electric Rate Study from KMEA	Date:	August 1, 2022
Deputy City Manager	From:	Bret Glendening

RE: Resolution 1031 – Accepting the Electric Rate Study from KMEA.

RECOMMENDATION: Approve Resolution 1031

DETAILS: The last time the city conducted a full rate study of each of its utilities was in 2008. This needs to be performed every 4-5 years to ensure that the rates being charged cover operating expenses, debt service, as well as put a reasonable amount funds in reserve for capital improvements. It is also advisable that each utility have sufficient funds on hand to cover six months of operating expenses in the event of an emergency.

RESOLUTION NO. 1031

**A RESOLUTION ACCEPTING THE ELECTRIC RATE STUDY
PROVIDED BY THE KANSAS MUNICIPAL ENERGY AGENCY (KMEA)**

WHEREAS, the City of Osawatomie, Kansas, owns and operates an electric generation and distribution utility; and

WHEREAS, it is a best management practice to have an outside agency perform rate studies periodically to ensure that the utility is financially sound; and

WHEREAS, as a member of KMEA the City of Osawatomie can have rate studies performed at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, that the City Council hereby accepts the rate study performed by KMEA and acknowledges the rate study's conclusion and recommendation that electric rates remain unchanged for the 2023 fiscal year.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

(SEAL)

Nick Hampson, Mayor

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.D.
Amendments to Prohibited Parking	Date:	August 1, 2022
Public Works Director	From:	Michele Silsbee

RE: Ordinance 3813 – An ordinance modifying prohibited parking and the locations and conditions thereof.

RECOMMENDATION: Approve Ordinance 3813 –Amending prohibited parking regulations.

DETAILS: Early in July we started receiving concerns about accessibility on narrow streets and the lack thereof when people would park on those streets. Primarily these would be chip and sealed streets with ditches to carry stormwater away. Many (if not all) of the city’s streets that are east of 1st street are like this. Initially, and on a trial basis, the Chief of Police posted “no parking” signs on both sides of the street and we heard from both parties that led to this temporary solution at the July 14th council meeting. Upon the conclusion of this two-week trial, we extended it for an additional two weeks in order to allow us to do some homework. We researched what other communities have done to address this and the result of that search is found in Ordinance 3813.

In working with the Chief of Police, it is our recommendation that we modify our prohibited parking language (that currently only explicitly lists seventh street from Parker to Main) to generally classify streets based on their widths and whether parking should be prohibited on one or both sides of the street, or not restricted in any way.

	at 20'	at 25'
Blocks Impacted	48	155
Blocks Gravel	19	19
Blocks with No Parking on at least one side	4	36
Blocks with No Parking on both sides	0	6
Lake Roads & Osawatomie Rd	10	20
Blocks w/ no cars at time of survey	6	37
Cars Impacted	14	121

ORDINANCE NO. 3813

AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE FOR THE PURPOSE OF FURTHER DEFINING AREAS WITHIN THE CITY OF OSAWATOMIE WHERE PARKING IS PROHIBITED AND CONDITIONS WHERE PARKING IS RESTRICTED

WHEREAS, City staff have been directed to update the Ordinance for Prohibited Parking within the City of Osawatomie, Kansas; and

WHEREAS, APWA 5200 Standard designates a minimum width of 21 feet for two-way residential access streets with a minimum 8 ft for parking; and

WHEREAS, City Ordinance Chapter 14, Article 1, Section 101 incorporates the Standard Traffic Ordinance for Kansas Cities; and

WHEREAS, The City of Osawatomie has established a goal to clean up the community and amending the Ordinance for Prohibited Parking would establish uniform guidelines for addressing parking, safety, and access concerns on public streets.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE KANSAS, AS FOLLOWS:

Section 1. Chapter 14, Article 2, Section 208 of the City of Osawatomie Municipal Code is amended to read as follows:

14-208. Prohibited Parking.

It shall be unlawful to park any motor vehicle on the following streets:

- (a) Seventh Street between Main and Parker;
- (b) *On any street under the following circumstances:*
 - (1) *In front of a public or private driveway;*
 - (2) *Within 15 feet of a fire hydrant;*
 - (3) *Within 20 feet of a crosswalk at an intersection;*
 - (4) *Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic control signal located at the side of a roadway;*
 - (5) *Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance*
- (c) *The Chief of Police or their designee is authorized to enact regulations and erect signs indicating "no parking" upon both sides of any street when the width of the roadway is 20 feet wide or less, or upon one side of a street when the width of the roadway does not exceed 30 feet.*
- (d) *Where parking is prohibited on one side of a street, it shall be unlawful to park any motor vehicle:*

- (1) Within 5 feet of a public or private driveway;*
- (2) On the side of a street directly opposite a public or private driveway;*

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this 11th day of August, 2022.

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E
	Date:	August 11, 2022
Asst. to the City Manager	From:	Sam Moon

RE: Resolution 1032 – A RESOLUTION ESTABLISHING THE CITY OF OSAWATOMIE ARTS COMMISSION AND ACCEPTING ITS FORMATIONAL DOCUMENTS

RECOMMENDATION: Staff recommends that the City Council formally establish an Arts Commission for the City of Osawatomie and approve its formational documents and presented slate of applicants

DETAILS: (From May 2022) As public art becomes more attainable for rural communities, such as through programs offered by the Kansas Department of Commerce's *Kansas Creative Arts Industries Commission (KCAIC)* and the Office of Rural Prosperity, Arts Commissions are becoming more important for successful introduction and execution of public art initiatives. Arts Commissions function in much the same way as a Tourism Committee or a Trail Commission – a body of appointed residents with a vested interest in the subject matter working with staff and Council liaisons to initiate projects, developments, or events that benefit the community and its culture.

Projects for this commission could include, but not be limited to: public art grant application and administration, mural project administration (we have current funding from the Hawkins Foundation for more murals), facilitating sculpture installations or other interactive displays, encouraging or developing temporary displays in public spaces like a student gallery walk or entertainer/speaker series, coordinating community events from outside sources based in art, music, theater, or dance, etc.

Related Statute / City Ordinances	Resolution 1009
Line Item Code/Description	N/A
Available Budget:	N/A

CITY OF OSAWATOMIE, KANSAS

RESOLUTION No. 1032

**A RESOLUTION ESTABLISHING THE CITY OF OSAWATOMIE ARTS COMMISSION AND ACCEPTING ITS
FORMATIONAL DOCUMENTS**

WHEREAS, public art creates a greater quality of life for residents of any community and is becoming more accessible to rural communities through State of Kansas programming and other opportunities both public and private; and

WHEREAS, the Governing Body of the City of Osawatomie has recognized the importance in the community of promoting artistic and cultural enrichment for all citizens and visitors; and

WHEREAS, two of the Five Community Goals for the City of Osawatomie are economic development and soft infrastructure, under which public art and quality of life projects fall.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Osawatomie:

Section 1. That on August 11th, 2022, the Osawatomie Arts Commission's formational documents are approved and its members seated.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of August, 2022, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



OSAWATOMIE ARTS COMMISSION OPERATING PROCEDURES

Prepared by the
City of Osawatomie Arts Commission
May 2022

Approved by the Osawatomie City Council
August 2022

Contents

- Purpose
- Definition of Arts
- Description of Commission Duties
- Membership
- Terms
- Officers
- Meetings
- Process for Disbursement of Arts Funds
- Arts Project Selection Criteria

OSAWATOMIE ARTS COMMISSION OPERATING PROCEDURES

Purpose

The Osawatomie Arts Commission's function is to continue to develop public art and arts and culture activities within the City of Osawatomie, and to recommend to the City Council each year, prior to adoption of the City budget, a budget for arts and culture-related projects or improvements.

Commission members work to design, develop, and fund arts and culture-related projects in and around the City of Osawatomie.

Definition of Arts and Culture

For the purposes of the Commission's studies and recommendations, public art and arts and culture shall mean:

Public Art: "Public art can express community values, enhance our environment, transform a landscape, heighten our awareness, or question our assumptions. Placed in public sites, this art is there for everyone, a form of collective community expression. Public art is a reflection of how we see the world – the artist's response to our time and place combined with our own sense of who we are." (AssociationforPublicArt.org)

Arts: A vast subdivision of culture, composed of many creative endeavors and disciplines. The arts encompass visual arts, literary arts and the performing arts.

Culture: A set of shared attitudes, values, goals, and practices that define a group of people, such as the people of a particular region. Culture includes the elements that characterize a particular peoples' way of life.

The goal of the Commission is to focus primarily on the introduction and implementation of public art projects, and arts and culture projects within and around the City limits, and to develop public art projects that may also integrate with other public art projects, installations, or objectives in the region including metropolitan Kansas City and other rural or urban centers.

Description of Commission Duties

- Recommend priorities and an annual action for public art funding and installation using information from existing public art or engagement plans and specific study of other successful program implementation.
- Obtain public art project funding for approved City public art projects, leveraging funding to the greatest extent possible using matching funds, grants, partnerships, donations, and other cooperative approaches.
- Coordinate project recommendations with the decision making and budgeting processes of the City.
- Develop, coordinate, or organize other activities determined to be necessary to accomplish the goals of the Commission.

Membership

1. The Commission is limited to seven (7) citizen (within City limits or zipcode growth boundary) memberships including:
 - 3 Officer Members (Chair, Vice Chair, Secretary)
 - 4 Members from the Community-At-Large

2. All officer and general members will have full voting rights. The City will assign at least one staff member to assist the commission.
3. A maximum of seven (7) votes may be cast on any item requiring a vote. The roll call voting process shall be managed by the Chairperson.
4. Appointments to the Commission shall first be considered by the Commission and a recommendation then presented to the City Council for consideration.
5. City staff or representatives from other agencies acting in advisory roles as necessary shall provide technical assistance. City staff and other representatives will not be eligible to vote.

Terms

Members of the Osawatomie Arts Commission shall be appointed for terms of two years. Vacancies shall be filled for the balance of the unfulfilled term.

Officers

1. The officers of the Commission shall consist of a chairperson, vice-chairperson, and secretary and shall be selected each July by a vote of the Commission. Each officer shall hold office for one year and until his/her successor has been appointed.
2. The Chairperson shall preside at all meetings of the Commission and shall report to the City Council and Board of County Commissioners as needed or requested.
3. The vice-chairperson shall perform all duties of the chairperson if the chairperson is absent or unable to chair.
4. The Secretary shall be responsible for Agendas and Minutes with the assistance of City Staff.

Meetings

Meetings shall be held as often as necessary as determined by the Commission, but must at minimum hold four meetings per calendar year. A representative of the Commission shall provide an update to the City quarterly, at minimum, or more often if necessary. All meetings of the City of Osawatomie Arts Commission shall be considered public meetings. The annual meeting schedule will be determined at the last meeting of the previous year.

Meeting Attendance Policy

Members shall make every effort to attend all meetings. If a member is unable to attend a specific meeting, that member should notify either the Chairman or the City liaison of that fact so quorum needs can be monitored. If enough members indicate an absence, a meeting may be rescheduled for a later date/time when quorum can be met for action items.

Any member who misses three (3) Arts Commission meetings in any twelve (12) month period without just cause will be subject to removal from the Commission by a majority vote of those members present when the issue is brought before the Commission.

Public Art Project Selection Criteria

Proposed Public Art Projects should meet a majority of the following goals in order to be

considered:

1. Increase visitors to communities, neighborhoods, and multi-modal traffic generators such as commercial or retail centers, schools, public gathering places, and recreation sites;
2. Improve existing aesthetics of the project area while prioritizing safe access and sustainable impact;
3. Create a world-class network of public art by establishing new projects and connecting existing project areas between neighborhoods, within the community, or regionally and statewide;
4. Create no or minimal impact on the area's wildlife, habitat, or natural landscape and be made or constructed using environmentally conscious materials;
5. Maximize opportunities to view or interact with community highlights (such as unique architecture, waterways, public spaces, and to view historic landmarks) and increase public access and popularity.

Additionally Proposed Arts Projects will also be evaluated based on the following:

1. Minimal financial commitment from the City. Commission members are encouraged to obtain as many funding opportunities as possible so that the burden on the City budget is as minimal as possible. Grant awards, partnerships, cooperative agreements, and donations both monetary and in-kind for services or supplies should be entertained. The intent is to leverage arts funds to the greatest extent possible;
2. Can be properly designed, constructed and maintained at a relatively reasonable cost in a reasonable amount of time with minimal land or other property acquisition issues;
3. There are minimal physical constraints (low level of natural hazards, amenable topography, no environmental consequences, etc.);
4. There are minimal ownership constraints and disruption of existing property use;
5. The project is a cooperative effort with multiple agencies sharing costs, design, construction, signage or marketing, maintenance, right-of-way, etc.;
6. Without immediate acquisition/construction, a unique project or installation may be lost as an opportunity.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	August 11, 2022
Director of Community Development	From:	Ed Beaudry

RESOLUTION 1033

RECOMMENDATION: Osawatomie City Council approve the Contract with IBTS

DETAILS: It's important for the city to enforce Building Codes, and City Codes. Currently city staff are working to accommodate all Building permit inspections, Nuisance violations, Healthy Homes inspections, and administrative work. As many employers have found, it is becoming harder to find qualified employees. City staff posted a job opening for a building inspector in February of 2021, we received a few applications, unfortunately none were qualified for one reason or another.

City staff learned of IBTS with all of its services. City staff also learned that most jurisdictions in Miami County use or have used IBTS to assist staff with inspections. IBTS offers many services, however the building codes is the primary service city staff will be utilizing. IBTS has provided a pricing sheet for inspections done. The inspections done by IBTS will be in support of city staff.

The cost for inspections may seem high, however City Council approved Resolution 1019 approving building permit fee schedule changes. These changes should cover any inspection charges IBTS may submit for inspections.

The development of 10 acres and other potential developments coming down the line will completely overwhelm current staff.

It should be noted that IBTS will be working with city staff in a supporting role, this will not be a replacement for city staff. IBTS will assist when staff are on vacation, sick or in training or otherwise unavailable.

COUNCIL ACTION NEEDED: Discuss and Consider and provide city staff with direction.

STAFF RECOMMENDATION: Approve the contract with IBTS.

RESOLUTION NO. 1033

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
AUTHORIZING CITY STAFF TO ENTER INTO AN
AGREEMENT WITH IBTS (INSTITUTE FOR BUILDING
TECHNOLOGY AND SAFETY)**

WHEREAS, Mid-America Regional Council (MARC) and IBTS have made available to the Jurisdiction for consideration the regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS;

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

SECTION ONE: The Governing Body hereby authorizes City Staff to enter into an agreement with IBTS

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

**SERVICE AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND
CITY OF OSAWATOMIE, KS**

On this _____ day of _____, 2022, the City of Osawatomie, Kansas, herein after referred to as "Jurisdiction", located at 509 Fifth Street, Osawatomie, Kansas 66064 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, Mid-America Regional Council (MARC) and IBTS has made available to the Jurisdiction for consideration the regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS;

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the Services described herein:

In consideration of the mutual agreements contained herein, the Jurisdiction and IBTS agree as follows:

1.0 DEFINITIONS

"MARC/IBTS Project" hereinafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Addenda" refers to the attachments to this Service Agreement, which include Addendum A through Addendum I.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdiction" refers to the jurisdiction signing this Service Agreement.

"Master Agreement" refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

"Operation" refers to IBTS operating and or running a department of service area for the Jurisdiction. This includes all services described within a service area.

"Service Agreement" refers to this agreement entered into by Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction, as set forth in the Addenda. This Service Agreement should be considered as a cooperative purchase agreement made available through the MARC.

“Services” refers to the services offered by IBTS to the Jurisdiction under this Service Agreement and as described in the Addenda. The Services include Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services, Stormwater Services, Planning and Zoning Services, Property Maintenance Services, Organization, Operations, and Process Analysis Services, Geographic Information Systems, Disaster Preparedness, Response and Recovery, Information and Technology Services, Retail Development Services, Community Survey Services, Department Administration and Operations Services, CRAFT Evaluation, establishing a Customer Service Center for a Jurisdiction, Business Licensing Services, 5G Small Cell Services, and other services as may be set forth herein or added in the future.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within thirty (30) days. Should the issue remain unresolved after thirty (30) days, the Jurisdiction can seek further resolution, including cancellation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of Services offered by IBTS found in this Service Agreement are listed as Addenda to this Service Agreement. Jurisdiction hereby selects the Services identified below by initialing beside the Service(s) to be implemented in the Jurisdiction

- ☐ Addendum A – Building Code Department Services & Fees
- ☐ Addendum B – Floodplain Services & Fees
- ☐ Addendum C – Accessibility Plan Review and Inspection Services & Fees
- ☐ Addendum D – Fire Code Review & Inspection Services & Fees
- ☐ Addendum E– Stormwater Services & Fees
- ☐ Addendum F – GOVMOTUS™ Programs (Reserved for Future Use)
- ☐ Addendum G – Energy and Green Building Services and Fees
- ☐ Addendum H – Community Development (Planning and Zoning) Services
- ☐ Addendum I – Property Maintenance Services and Fees

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request certain Services not currently outlined in the attached Addenda, and additional Services not currently described can be added. Examples of additional Services that can be added are specialty Services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other Services as needs are identified and documented by IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 18.0 – Agreement Modification of the Master Agreement.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the Addenda as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the Jurisdiction may collect the fees for all services as described in the Addenda to this Agreement. Jurisdiction elects to utilize the fee collection method initialed below:

_____ **Rebate Process:** IBTS will collect all fees. IBTS will retain fees for its Services and will rebate the permit fees collected to the Jurisdiction.

 x **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its Services, and IBTS will invoice the Jurisdiction for the Services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the Jurisdiction. The reports to the Jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

Rebate Process – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with Services provided to Jurisdictions. IBTS will collect payment of fees from the Applicant for appropriate Services and will retain certain fees for its Services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within forty-five (45) working days of the end of the month, IBTS will rebate to the Jurisdiction all permit fees collected by IBTS.

Jurisdiction's Permit Fees – IBTS can provide suggested permit fees for the Addenda to this Service Agreement. If Rebate Process is selected, Each Jurisdiction shall establish permit fees for each permit type shown in the Addenda to this Service Agreement. These permit fees belong to the Jurisdiction. However, all fees along with all other plan review, inspection, flood review, handling and other fees required for the Service, shall be paid to the fee collector at the time the Applicant submits the permit application.

IBTS will rebate the Jurisdiction for permit fees for Services the Jurisdiction provides, such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities, only after the inspections have been completed, and the building has passed all IBTS inspections. Each Jurisdiction will establish these permit fees for each permit type shown in the Addenda to this Service Agreement. The Jurisdiction's established fees may vary from the suggested permit fees included in Addendum A.

Invoice Process - Alternatively, if the Jurisdiction elects the invoice process described above

IBTS will invoice the Jurisdiction for all IBTS fees related to services provided as described in the Addenda. The Jurisdiction agrees to make payments to IBTS within forty-five (45) days of receipt of the invoice. A report describing all transactions, which will include the permit number, permit type, and the permit category, will accompany the invoice.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on _____, 2022 and shall end on _____, 2024. After the expiration date of this Service Agreement, the Service Agreement and any subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of the Services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the Services pursuant to this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of Services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION FOR CAUSE

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of this Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of IBTS in the performance and/or failure to perform within this Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

13.0 LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total liability, in the aggregate, of IBTS, IBTS's officers, directors, partners, employees, agents, and contractors, to owner, and anyone claiming by, through, or under owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service Agreement, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by IBTS from the Jurisdiction hereunder, or shall be limited to the total limit of liability for the particular IBTS insurance policy that a claim would be subject to as set forth in Section 21, whichever shall be applied first. Any limitation of liability set forth in this Service Agreement shall not preclude the Jurisdiction from claiming under any insurance placed or provided pursuant to this Service Agreement up to the full amount payable under such insurance.

14.0 DISPUTE RESOLUTION

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in the Kansas City metropolitan area.

15.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

16.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in this Service Agreement is binding on any of the parties.

17.0 CONFIDENTIALITY

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

18.0 SUBCONTRACTORS

IBTS may use consultants or staff provided by a subcontractor. In such cases, IBTS will be fully responsible for the work completed by the consultant and staff provided by a subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

19.0 NON-SOLICITATION OF EMPLOYEES

The parties recognize and agree this it is important to encourage staff retention for each party and to minimize cost impacts to the program hereunder; as such, neither party shall knowingly solicit for hire the other's employees assigned to this project for the period of this Service Agreement and six months thereafter. This shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall not in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment but in no event shall such employee be put to work on this specific program by the hiring party.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Indian Civil Rights Act of 1968, as amended, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

21.0 INSURANCE

- a. **IBTS Insurance.** IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Said policies shall not hereafter be cancelled, permitted to be expire, or be changed without thirty (30) days' written notice in advance to the Jurisdiction. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. **Worker's Compensation Insurance.** IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. **Commercial General Liability Insurance.** IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the

amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

- d. Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- e. Umbrella/Excess Liability. IBTS shall maintain Umbrella/Excess Liability Insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate.
- f. Professional Liability Insurance. IBTS shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 each claim and in the aggregate.

22.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: **Contracts**
45207 Research Place
Ashburn, VA 20147
Legal@ibts.org

City of Osawatomie, KS
Attn:
509 Fifth Street
Osawatomie, KS 66064
913-755-2146
[Email:](#)

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: **Curt Skoog**
600 Broadway, Suite 200
816-679-0608
cskoog@ibts.org

City of Osawatomie, KS
Attn:
509 Fifth Street
Osawatomie, KS 66064
913-755-2146
[Email:](#)

23.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

24.0 ORDER OF PRECEDENCE

This Service Agreement and any amendments shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and any amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its Addenda.

25.0 INCORPORATION OF THE ATTACHED ADDENDA

The attached Addenda, as selected by the Jurisdiction, are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this ____ day of _____, 2022.

For IBTS:

Printed Name: Joseph Balac

Title: General Counsel

Signature: _____

Date: _____

For CLIENT: City of Osawatomie, KS

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ADDENDUM A

BUILDING DEPARTMENT SERVICES & FEES

1.0 BUILDING DEPARTMENT SERVICES

IBTS can provide complete or partial Building Department Services, including, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Permit Applications

Citizens/contractors may go to each Jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVMOTUS™ software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the Jurisdiction, IBTS staff will conduct the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if selected by the Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVMOTUS™ software system or notify the Jurisdiction. The system in return immediately notifies the Jurisdiction that a permit is ready for issuance. The Jurisdiction having authority remains in control in order to issue permits, and each Jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the Jurisdiction may deem necessary.

Inspections

Once the permit is issued and the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via email request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the Jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any

reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: \$100.00 per hour
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection*
Commercial Inspections: \$150.00 per inspection*

Full Time Inspector: \$110 per hour with a minimum of two weeks engagement
Full Time Inspector: \$125 per hour

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of \$200.00.*

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$275	\$900
	3,001-5,000	\$410	
	>5,001	\$525	
New Modular	All	\$160	\$275^
Alter/Repair	Plan Review Not Required	N/A	\$160^
	Non Structural Support Modifications	\$80	\$160^
	With Structural Support Modifications	\$110	\$275^
	With Structural Support Modifications & Egress Changes	\$180	\$320^
New Manufactured Housing	All	n/a	\$275
New Detached Accessory	Over 400 sq. ft.	\$110	\$220^
New Portable Building	Over 400 sq. ft.	\$80	\$160^
Structure Relocation	All	\$200	\$275
Swimming Pool	For pools required by ICC and city codes to be inspected.	\$80	\$315
MISCELLANEOUS			
1st Re-Inspection	N/A	N/A	n/a
2nd Re-Inspection			\$100
3rd Re-Inspection			\$175
Roofing Inspection			\$160
Electrical Meter Change			\$80
Mechanical Trade Inspection			\$80
Electrical Trade Inspection			\$80
Plumbing Trade Inspection			\$80
Demolition			\$80
Change of Occupancy			\$80
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$160
Temporary Pole			\$80
All Stop Work Orders			\$165
Flood Determination Review			\$80
Hourly Rate			\$125

^ Add trade permit fees when required

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
A	ASSEMBLY (Section 303)	0	2,500	\$425	\$250	\$1,400
		2,501	4,500	\$715		
		4,501	10,000	\$1,425		
		10,001	50,000	\$2,000	\$400	\$3,000
		50,001	100,000	\$3,500		\$4,500
		100,000	300,000	\$4,800		\$9,000
		300,001 +		\$4,800 + .02 sq.ft. over 300,000	\$500	\$9,000 + .02 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$425	\$250	\$1,100
		2,001	5,000	\$715		\$1,650
		5,001	10,000	\$1,425		\$2,100
		10,001	20,000	\$1,800	\$400	\$4,500
		20,001	30,000	\$2,600		\$5,800
		30,001	50,000	\$3,750		\$7,800
		50,001	100,000	\$4,500		\$13,000
		100,001	300,000	\$6,000.00	\$500	\$24,000
		300,001 +		\$6,000 + .02 sq.ft. over 300,00		\$24,000 + .02 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$450	\$200	\$825
		3,001	10,000	\$900		\$1,900
		10,001	30,000	\$1,700		\$2,900
		30,001	80,000	\$2,400	\$300	\$5,200
		80,001	150,000	\$3,300		\$11,000
		150,001	300,000	\$5,500		\$16,000
		300,001 +		\$5,500 + .02 sq.ft. over 300,000		\$16,000 + .02 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$715	\$250	\$1,650
		5,001	10,000	\$1,250		\$2,100
		10,001	30,000	\$2,000		\$4,800
		30,001	80,000	\$3,400	\$400	\$11,000
		80,001	150,000	\$5,300		\$19,500
		150,001	300,000	\$8,500		\$49,500
		300,001 +		\$8,500 + .02 sq.ft. over 300,000	\$600	\$49,500 + .02 sq.ft. over 300,000

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE						
GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$600	\$175	\$825
		10,001	20,000			\$900
		20,001	50,000			\$1,300
		50,001	100,000			\$1,500
		100,001	200,000			\$1,800
		\$200,001 +		\$600 + .02 sq.ft. over 200,000		\$1,800 + .02 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$775	\$175	\$2,000
		2,001	5,000	\$1,200		\$2,500
		5,001 +		\$1,200 + .03 sq.ft. over 5,000		\$2,500 + .03 sq.ft. over 5,000
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$600	\$150	\$1,650
		2,501	10,000	\$1,350		\$2,000
		10,001	30,000	\$1,900		\$5,200
		30,001	50,000	\$3,500		\$10,900
		50,001	150,000	\$4,500	\$225	\$19,500
		150,001	300,000	\$5,800		\$48,500
		300,001 +		\$5,800 + .02 sq.ft. over 300,00		\$48,500 + .02 sq.ft. over 300,00
Tenant Finish	When any size existing building experiances an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

CDBG Infrastructure Inspections: \$125.00/hr with project maximums quoted per job.

ADDENDUM B

FLOODPLAIN SERVICES AND FEES

1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e., Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the Jurisdiction prior to the start of services for the Jurisdiction are not within the Scope of this Service Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However, for inspections, site verification visits, the Applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the Applicant, architect, engineer or land surveyor. IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the Jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this addendum and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
Elevation Determination – Residential	\$75.00 per unit
Elevation Determination – Commercial	\$150.00 per unit
Ordinance Review	\$125.00 per hour
Ordinance Amendment Facilitation	\$125.00 per hour
LOMR and LOMA Assistance	\$125.00 per hour
Consultation	\$125.00 per hour

**Additional services are available upon request.*

ADDENDUM C

ACCESSIBILITY CODE SERVICES AND FEES

1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these code requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plan reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVmotus™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement for each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

2.0 ACCESSIBILITY SERVICES FEES

2.1 **Operation Fees:** Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment A.

2.2 **Augmentation:** Should an Applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

ADDENDUM D

FIRE CODE REVIEW AND INSPECTION SERVICES AND FEES

1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes, etc. IBTS will work with the local Fire Chief to ensure a safe event.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Addendum B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the Jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement for each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERCIAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00	
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00	
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00	
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00	
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00	
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00	
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00	
F1, F2, S1,S 2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00	
		10,001	20,000				\$150.00	\$250.00	
		20,001	50,000				\$225.00	\$375.00	
		50,001	100,000				\$225.00	\$375.00	
		100,001	200,000				\$225.00	\$485.00	
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00	
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00	
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00	
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00	
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00		50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00			\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00			\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00			\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00	\$1,475.00		\$3,415.00	
		150,001	300,000	\$735.00	\$1,700.00	\$2,000.00		\$48,000.00	
		300,001 +		\$1,100.00	\$2,300.00	\$2,400.00		\$6,000.00	

ADDENDUM E

STORMWATER SERVICES AND FEES

1.0 COMPLETE STORMWATER SERVICES

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

2.0 STORMWATER SERVICE FEES - Operation

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Addendum B.

2.1 STORMWATER SERVICE FEES - Augmentation

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement for each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

STORMWATER SERVICE FEES FOR AUGMENTATION		
Service	Reviews	Inspections
Residential SWPPP Master Development Reviews	\$350.00	\$1,500.00 / year / development
Commercial SWPPP Master Development Reviews	\$450.00	\$2,500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$150.00	\$300.00 / site
Residential Rainfall Event Inspection	N/A	\$150.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$200.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

*Additional services available upon request, such as: Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

ADDENDUM F

GOVmotus™ PERMITTING SOFTWARE AND FEES

[RESERVED FOR FUTURE USE]

ADDENDUM G
ENERGY AND GREEN BUILDING SERVICES AND FEES

[RESERVED FOR FUTURE USE]

ADDENDUM H

PLANNING AND ZONING SERVICES AND FEES

1.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT

IBTS can provide complete or partial Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the Jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

2.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

3.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

4.0 PLANNING & ZONING FEES – Operation or Augmentation

PLANNING & ZONING FEES	
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT
Rezoning	\$400 plus \$85/acre over first acre
Zoning Verification Letter	\$75 or \$125 per hour if research required
Minor Subdivision/Lot Split/Lot Combination	\$300 plus \$50/lot
Preliminary Plat or Development Plan (residential or commercial)	\$400 plus \$50/lot
Site Plat	\$300
Final Plat (residential)	\$300 plus \$50/lot
Revised Development Plan (residential or commercial)	\$400 plus \$50/lot
Preliminary and Final Plat Extension	\$150
Waiver - Paving, parking, etc	\$125
Revocation	\$250
Wireless Tower Site Plan	\$400
Mobile Home Park	\$500 plus \$25/lot
Major Street Plan Amendment	\$750
Planned Unit Development Concept Plan	\$500 plus \$100/acre over 2.5 acres
Planned Unit Development Final Development Plan	\$400

PLANNING & ZONING FEES - continued	
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT
In-home Conditional/Special Use Permit	\$200
Street Name Change	\$250 plus \$3 for each Abutting Property Owner
Major Street Setback Reduction	\$200
Conditional/Special Use Permit	\$375 plus \$75/acre after first ac.
Ordinance Amendment, Code updates	\$125 per hour
Demolition and Moving Permit	\$200
Opinion of Appropriateness	\$100 or \$125 /hour if reasearch required
Vacation of Right of Way and Easements	\$300
Temporary Sign Permit	\$100
Permanent Sign Permit	\$300
Placing of Legal Ad	\$125 plus publishing cost
Other Planning Services	\$125 per hour
Variance	\$250 plus cost of court reporter
Interpretation	\$250 plus cost of court reporter
Weekly Office Hours with six month commitment:	
Per 4 hour period	\$460.00

* MARC Fees are 1.5% of the processing fees.

**An hourly rate is presented where a flat fee does not apply.

***Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

ADDENDUM I

PROPERTY MAINTENANCE SERVICE AND FEES

1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the Jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the Jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, the following is a list of inspections in this Service area:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10" or higher weeds
- Unimproved lots with weeds higher than 36"
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

2.0 – Property Maintenance Documentation

IBTS will coordinate with the Jurisdiction officials including but not limited to the Jurisdiction Attorney, the Jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort. Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

3.0 – Jurisdiction Responsibility

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only - the issuing of Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted as needed by the Jurisdiction in order to pay for Services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be the Jurisdiction's responsibility to recoup any associated costs from the citizens for Services. IBTS staff will monitor the budget and ensure that Services do not exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

4.0 – Program Manager

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the Jurisdiction's Police Department will occur once the vehicle in question has been determined to exist. Once the VIN number is obtained, IBTS will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the Jurisdiction's Police Department for enforcement and authorization of towing, as necessary.

5.0 Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 175	\$ 100
	Non-residential and Multi-Family	\$ 400	\$ 150
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 150	\$ 75
	Non-residential and Multi-Family	\$ 350	\$ 75
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Stop Work Order, Do Not Occupy Order		\$ 150	\$ 75
Unlawful Structure		\$ 275	\$ 150
Demolition		\$ 250	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 150	\$ 100
	Multiple apartment and duplex units	\$ 95	\$ 80
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 150	\$ 75
	Infestation	\$ 100	\$ 75
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 175	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 100	\$ 75
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 75
	Hard surfaces unsafe to vehicles and pedestrians	\$ 100	\$ 75
	Illegal Camping	\$ 100	\$ 75
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 100	\$ 75
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 75	\$ 75
	Improperly parked	\$ 75	\$ 75
	Used as living quarters	\$ 100	\$ 75
Nuisances Not Described Above		\$ 75	\$ 75
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$110 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$110 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$110 per hour, plus travel costs	
Residential property owner research		\$25 each	
Commercial property owner research		\$45 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$110 per hour, plus travel costs	



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.G
	Date:	August 11, 2022
Director of Community Development	From:	Ed Beaudry

RE: Resolution 1034 - Purchase of City-Owned Real Property.

RECOMMENDATION: Osawatomie City Council approve Resolution 1034 for the sale of City-owned real property.

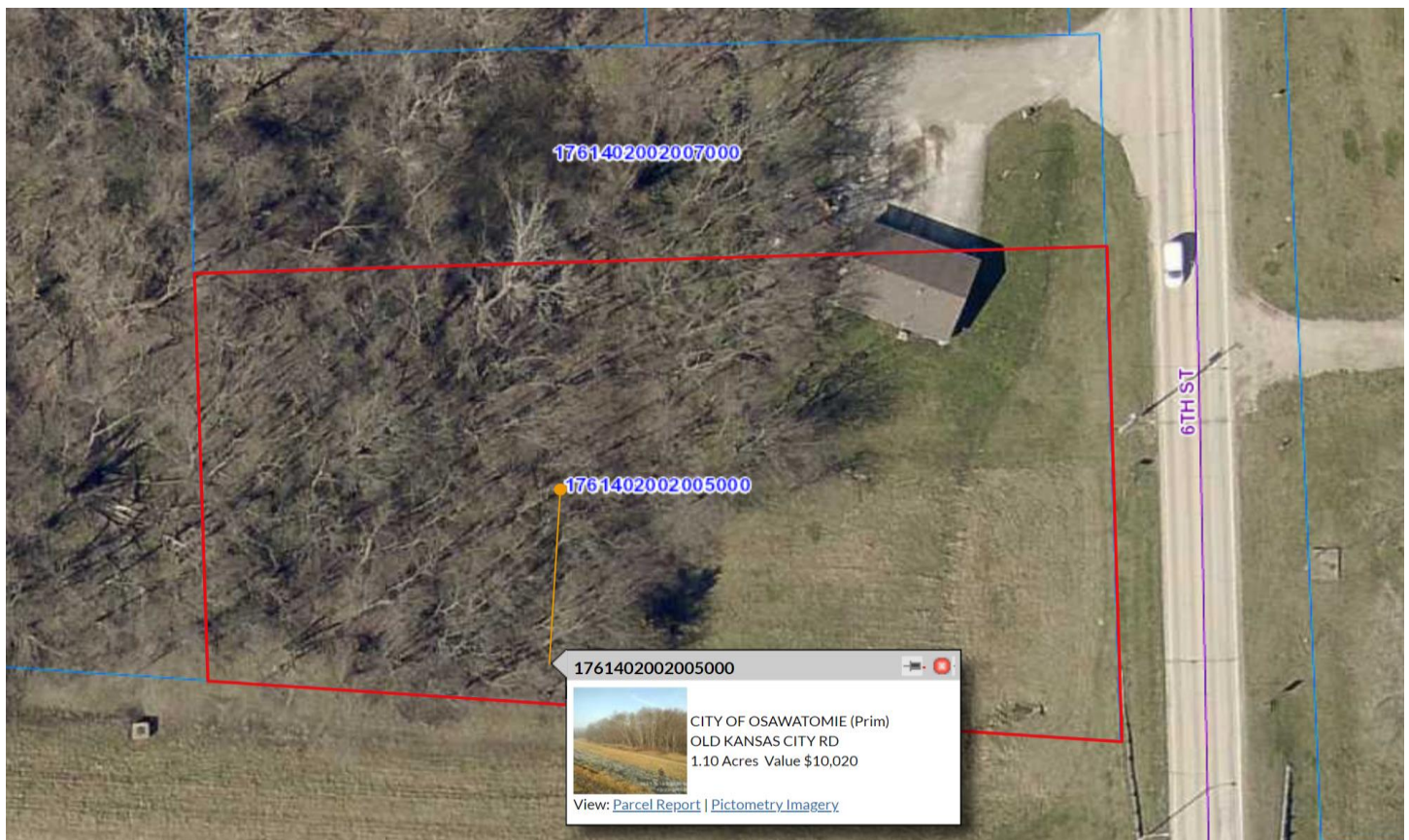
DETAILS: It's important for the City to eliminate any potential boundary line disputes on the property. Resolution 1034, authorizes city staff to enter into an agreement for the sale of PARCEL ID 1761402002005000.

The requirements for the property being sold are as follows:

- A. All easements shall remain in place

COUNCIL ACTION NEEDED: Discuss and Consider and provide city staff with direction.

STAFF RECOMMENDATION: Approve the sale of city owned real properties to Jim and Marsha Adams, totaling \$1,000.00 or (Cost of Survey born by purchaser + \$1.00 and other valuable considerations).



RESOLUTION NO. 1034

A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
ACCEPTING THE OFFER FOR CITY OWNED REAL
PROPERTY AND AUTHORIZING STAFF TO ENTER INTO A
SALE FOR PARCEL ID 1761402002005000.

WHEREAS, to eliminate any potential boundary line disputes on the property known as Parcel ID 1761402002005000; and

WHEREAS, Marsha L. Adams and Jimmie R. Adams [hereinafter, "Buyer"] are seeking the property in the City of Osawatomie to ; and

WHEREAS, The City has accepted the bid of \$1,000.00 for the lot known as Parcel ID 1761402002005000, in the City of Osawatomie located in Miami County, Kansas.

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

SECTION ONE: The Governing Body authorizes the City Manager, pending the receipt of an acceptable survey and the recording work done, to enter into a contingent sales contract with Buyer for the sale of the following property, Parcel ID 1761402002005000

SECTION TWO: The Governing Body authorizes the sale of the described property to the Buyer for a sum of One Thousand Dollars and zero cents (\$1,000.00) or (*Cost of Survey born by purchaser + \$1.00 and other valuable considerations*), subject the following contingencies being in place on sale and conveyance of the property:

A. All easements shall remain in place,

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

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.H
	Date:	August 9, 2022
City Manager	From:	Mike Scanlon

RE: Resolution 1035 increases the fees charged at the Osawatomie Animal Shelter. It's been over a decade since these fees were reviewed.

RECOMMENDATION: That the City Council approve Resolution 1035 increasing the fees charged at the Osawatomie Animal Shelter.

DETAILS: Resolution 1035 increases the fees for the Animal Shelter to the following:

- Admission Fee is increased from \$12.00 to \$25.00.
- Daily Boarding Fee is increased from \$8.00 to \$25.00.
- A monthly Capital Replacement and Equipment fee is established at \$250.00.

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

RESOLUTION NO. 1035

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS
ADJUSTING THE FEES FOR THE ANIMAL SHELTER.**

WHEREAS, the City of Osawatomie assists through an Agreement with Always and Furever with the operation of the Osawatomie Animal Shelter (OAS); and

WHEREAS, the city has been providing services to various communities with the three primary provider of animals to the shelter being the City of Osawatomie, City of Paola and Miami County; and

WHEREAS, the operating and capital costs of the OAS have been heavily subsidized by the City of Osawatomie, creating a large financial benefit to the residents of unincorporated Miami County and the City of Paola and a similar financial burden to the residents of Osawatomie; and

WHEREAS, it is only fitting that the three jurisdictions pay for their proportional share of the costs to operate and maintain the facility.

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

SECTION ONE: That the City's Animal Shelter Fees be adjusted **immediately** to the following:

- Admission Fee is increased from \$12.00 to \$25.00.
- Daily Boarding Fee is increased from \$8.00 to \$25.00.
- A monthly Capital Replacement and Equipment fee is established at \$250.00.

SECTION TWO: These fees will be adjusted annually using the Kansas City Metropolitan Area Consumer Price Index (CPI). The December CPI will be used to adjust the rates that become effective January 1st of the following year.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.I
	Date:	August 9, 2022
City Manager	From:	Mike Scanlon

RE: Resolution 1036 establishes a date, notification process and survey for residents of the Northland Neighborhood area that would like to be de-annexed.

RECOMMENDATION: That the City Council approve Resolution 1036 establishing a date, notification process and survey for residents of the Northland Neighborhood area that would like to be de-annexed.

DETAILS: For a number of years residents of the Northland Neighborhood area (north of the Marais des Cygnes and east of Osawatomie Road) have asked to be de-annexed. As the City Council heard in both June and July the residents feel like they were made promises 15 years ago that the city never followed through on. They feel the services they have received have been inadequate and less than those received in the heart of the city. For these reasons and others stated they believe it would be appropriate for the City to deannex them. As this discussion started and still continues, I offered that we should have a special meeting (coupled with surveys) of the residents and go through the following items before a final vote on September 8, 2022.

1. We will become the Electric Service provider for properties to the north including the hospital and this neighborhood. If we do that, our policy states that we have a 150% surcharge when we sell utilities to unincorporated areas. If this de annexation occurs, they will need to know the cost of being unincorporated. **I do not want them surprised.**
2. When we remove the area from the WM contract – there costs will go up (likely more than 25% -- and services available will go down)
3. I would like the neighborhood or area to give me a shot at getting Sanitary Sewer into the area – I’m not asking for a long time. I’m asking for 180 days from August 11, 2022.

(a) I would propose the following:

- A 75% / 25% split on the sanitary sewer main extension. That would be 75% City Utility / 25% Resident. With the 25% payable over a 20-year term.
- I would propose that in addition to the 75/25 split the city agree to pay for up to \$7,500 for the sanitary sewer service connections to each address.
- That all of this work would be completed over the next 18 - 36 months and the city required to agree to a performance bond which the neighborhood would collectively hold.

The meeting is scheduled for September 1, 2022 at 6:00 p.m. at Memorial Hall. We will mail both property owners and addressees (in case there are properties being rented).

RESOLUTION NO. 1036

**A RESOLUTION ESTABLISHING A DATE, NOTIFICATION
PROCESS AND SURVEY FOR RESIDENTS OF THE
NORTHLAND NEIGHBORHOOD THAT WISH TO BE
CONSIDERED FOR DEANNEXATION.**

WHEREAS, the City of Osawatomie annexed a neighborhood north of the Marais des Cygnes and east of Osawatomie Road approximately 15 years ago; and

WHEREAS, the residents of the area wish to be considered for deannexation; and

WHEREAS, the City Manager wishes to hold a public meeting with residents to make them fully aware of the long-term costs of deannexation.

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

SECTION ONE: That the City Manager in writing will make the residents aware of the following:

- Current tax burden on the residents.
- Future cost of electricity if unincorporated.
- Future cost of recycling and waste services compared to current charges.
- Potential benefits/costs of a Sanitary Sewer System to the neighborhood.

SECTION TWO: That the above information be transmitted in a meeting to be held on September 1, 2022, at 6:00 p.m. at Osawatomie Memorial Hall. And that both property owners and residents will be notified by U.S. Mail and a posting to the City's various social media sites.

SECTION THREE: Following the meeting, the City Manager will make available to the residents a survey whereby they can share their interest in being deannexed. With the City Council taking the issue up for final action on September 8, 2022.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 11th day of August 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

Nick Hampson, Mayor

August 3, 2022

Daniel Gaikowski
133 Walnut
Osawatomie, KS 66064

RE: Hearing for codes and ordinance violations at 305 Pacific Ave.

Dear Mr. Gaikowski,

We have received your request for a hearing regarding codes and ordinance violations for the property located at 305 Pacific Ave.

Per your request the hearing was rescheduled to be held by the Governing Body at the next regularly scheduled council meeting on **August 11, 2022 at 6:30 p.m.** Council meetings are held at Memorial Hall located at 411 11th Street, Osawatomie, KS 66064.

At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence.

Upon conclusion of the hearing, the findings of the Governing Body shall be prepared in resolution form, adopted by the Governing Body, and the resolution shall be served upon the person by the City in the manner proved in Chapter 8, Article 2, Section 8-208.

Sincerely,

Tammy Seamands
City Clerk

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

Nick Hampson, Mayor

August 3, 2022

Lindsey Hurlbut
608 Retan Ave.
Osawatomie, KS 66064

RE: Hearing for yard nuisance at 608 Retan

Dear Ms. Hurlbut,

We have received your request for yard nuisance for the property located at 608 Retan.

We rescheduled your hearing since you did not attend the hearing on July 28th. The hearing shall be held by the Governing Body at the next regularly scheduled council meeting on **August 11, 2022 at 6:30 p.m.** Council meetings are held at Memorial Hall located at 411 11th Street, Osawatomie, KS 66064.

At any such hearing, the person or entity may be represented by counsel, and both parties, the person or entity and the City, may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence.

Upon conclusion of the hearing, the findings of the Governing Body shall be prepared in resolution form, adopted by the Governing Body, and the resolution shall be served upon the person by the City in the manner proved in Chapter 8, Article 2, Section 8-208.

Sincerely,

Tammy Seamands
City Clerk