

OSAWATOMIE CITY COUNCIL
AGENDA

November 9, 2023

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. November 9, Agenda
 - B. October 26, 2023 Meeting Minutes
 - C. Pay Application(s)
 - Killough Construction – \$668,804.10
 - D. Special Event Permit(s)
 - Miracle on Main Street
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
9. Unfinished Business
 - A. Resolution 1182 – Authorizing Agreement with BG Consultants for Northland Sewer
 - B. Resolution 1186 – Authorizing the Execution of a Professional Services Agreement with Always & Furever
10. New Business
 - A. Resolution 1184 – Declaring the Boundaries of the City of Osawatomie
 - B. Resolution 1185 – Authorizing Purchase of Transformer from Garden City, KS
 - C. Resolution XXXX – Discuss Possible Assistance for 6th St. Businesses During Construction
 - D. Resolution XXXX – Disposal of City Owned Property (904 Chestnut)
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – **NOVEMBER 30, 2023**

Osawatomie, Kansas. **October 26, 2023.** 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: Schasteen, Macek, Diehm, LaDuex, Bratton, Filipin and Caldwell. Council member Dickinson was absent. City Staff present at the meeting were: City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Utility Director Terry Upshaw, Public Works Director Michele Silsbee, Assistant to the City Manager Samantha Moon and Codes Enforcement Officer David Ellis. Members of the public were: Derek Henness, Matthew Torkelson, Natalia Cortez-Barb, Joe Beasley and Shay Hanyak.

INVOCATION. – Pastor Joe Beasley, Blessed Hope Church

CONSENT AGENDA. Approval of October 26, 2023 Agenda, October 12th Council Meeting Minutes, Pay Application – BG Consultants – WWTP - \$4,608.00, Pay Application – BG Consultants – Water Distribution Project - \$16,650.00, Pay Application – 2022/2023 Street Improvements - \$5,069.59, Pay Application – KDOT/TA Levee Loop/John Brown Loop - \$57,191.40, 09-2023 Council Report. **Motion** made by LaDuex, seconded by Macek to approve the consent agenda as presented. Yeas: All

COMMENTS FROM THE PUBLIC.

Pastor Joe Beasley – This last year we were able to install a handicap ramp for a lady that was having a hard time getting out of her own home. It was a real joy to do that. We are pleased to be contributing \$50.00 a month to our benevolent fund to help out in the community. We are proud to be a part of this community in every way.

PUBLIC HEARINGS. -None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS. -None.

UNFINISHED BUSINESS.

RESOLUTION 1177 – ESTABLISHING ECONOMIC DEVELOPMENT POLICIES FOR THE CITY – As was discussed at the September 28, 2023 council meeting, there are property owners that have agreed to be annexed into the City of Osawatomie and we have brought them into the city limits under state statute.

City staff has drafted a set of economic development policies for the council to consider. These policies will guide us as we continue to see growth moving further south into Miami County. Due to this pressure from the north, we need to be prepared with a set of policies and incentives to offer companies that meet the criteria as laid out in the policies the council will ultimately adopt. **Motion** made by Caldwell, seconded by Filipin to approve Resolution 1177 – Adopting economic development policies as presented. Yeas: All.

RESOLUTION 1178 – APPROVING THE DEVELOPMENT AGREEMENT WITH VICTORY CHEVROLET- We have been approached and explored various economic development projects in our community. One of the emerging trends we have seen in other

communities is an effort to both simplify and create transparency in how economic incentives are given.

Local government incentives are based on various state statutes – many of which have been written, rewritten and amended dozens of times. The language in these laws is complex and sometimes specific to just one community. Simply referencing the statute, we feel doesn't add to the transparency needed when discussing economic incentives.

We believe that the approach we should take is similar to what is outlined in the attachment to this AIS – a Memorandum from Gilmore Bell regarding Economic Development Grants (EDGs) or Structured Incentives (SI). We believe this is a far simpler and more transparent approach and one that can be repeated for various types of companies. But for these SIs to be effective and beneficial to the community there needs to be an agreed upon set of policies that outlines, where, when, in what amount and for whom they can be granted. There also needs to be reporting requirements and other terms and conditions that should be considered when a unique situation presents. That is why Resolution 1177 was on the agenda tonight for discussion and future consideration.

In addition, we need to begin finalizing an Economic Development Agreement with Victory Chevrolet. We will be attempting to finalize this agreement within the next 30-days for consideration at the November 9th City Council meeting. **Motion** made by Bratton, seconded by Caldwell to approve Resolution 1178 and the draft economic development agreement presented tonight. Additionally, the final economic development agreement will be presented to the city council after the purchase price of the parcel is added and the final negotiations are complete. Yeas: All.

ORDINANCE 3838 – AMENDING ZONING REGULATIONS TO RESTORE ORIGINAL PLATS - On September 27th, a notice of public hearing was published in the Miami Count Republic. The purpose of the hearing was to consider a change in the zoning regulations text to allow an exception to minimum yard sizes so an individual could make adjustments to property lines to restore the property to the original plat. The public hearing was held on Tuesday, October 24th.

Currently, when properties are combined, they can only be split in conformance with the minimum lot widths (75'). Therefore, if someone had a 100' lot, they would need to acquire an additional 50' if they wanted to build two homes.

Obviously, it is to the city's benefit to allow these properties to be split back up into their original plats from a property tax and utility standpoint. Additionally, being sandwiched between two rivers, we need to be able to maximize the amount of buildable land between these two rivers. **Motion** made by LaDuex, seconded by Schasteen to approve Ordinance 3838 – Amending the zoning regulations for the City of Osawatomie, Kansas and chapter 16, article 2 of the City of Osawatomie Municipal Code as presented. Yeas: All.

RESOLUTION 1181 – ESTABLISHING THE LINE-ITEM BUDGET FOR THE 2024 FISCAL YEAR - On August 24, the city council adopted the 2024 budget which established the dollars to be levied in support of operations for the 2024 Fiscal Year. This was done under Ordinance 3836. As a precursor to determining the 2024 budget, staff compiled proposed budget

amounts for each line item within each fund. Those budget requests were then culled in order to follow the 2024 budget guidance that the council adopted in Resolution 1143.

It should be noted, that these line-item amounts are subject to change, but no amendment will be required at the end of this coming fiscal year unless the total authorized expenditure at the fund level is exceeded. **Motion** made by LaDuex, seconded by Macek to approve Resolution 1181 – Setting the 2024 Fiscal Year Line-Item Budget and Authorizing the expenditure of funds in accordance thereof as presented. Yeas: All.

NEW BUSINESS.

RESOLUTION 1182 – AUTHORIZING MAYOR TO SIGN DESIGN CONTRACT FOR NORTHLAND SEWER (NO ACTION) - Resolution 972 authorized application to the State of Kansas, Dept. of Commerce's BASE grant program. While that first application was for design costs associated with the new water treatment plant and was not successful, we reapplied to the BASE Grant program for round two with a modified scope to extend sewer service to the Northland property. That application was successful and as was mentioned in Resolution 972, the city's match requirement for the program was 25%.

The grant amount is for \$1,500,000. The city's match is \$500,000. Because this extension will benefit not only Osawatomie, but the county as a whole, I will be approaching the county for assistance with this match requirement. Due to the county's role in getting the Bucyrus community connected to Spring Hill's wastewater treatment plant, it is my belief that this request should be received favorably.

RESOLUTION 1183 – AUTHORIZING APPLICATION TO KHRC FOR A MODERATE -INCOME HOUSING GRANT - This Resolution continues our search for MIH grant dollars to help fund the overall development of the 5th Street Terrace Addition housing project. The current grant request we are asking the Kansas Housing Resource Center to consider is for \$650,000 (the maximum) would allow for up to 22 homes to be built with the funds. **Motion** made by Macek, seconded by Schasteen to approve Resolution 1183 – Ratifying the city's application to the moderate-income housing program for the 5th Street Terrace Addition as presented. Yeas: All.

EXECUTIVE SESSION – None.

COUNCIL REPORTS

Dan Macek ~ Do we have any plans on a bicycle/pedestrian overpass over the railroad tracks?

Karen LaDuex ~ Thank you to whoever provided the birthday treats and the birthday card that was signed by everyone that means a lot to me. Thank you to Terry, his crews as well as Michele, Bret and everyone else that has handled this emergency. I thought about you all frequently. I am really glad that you are the people that we have in place to handle these things.

Tammy Filipin ~ I stopped by the Methodist Church to see if they needed anything and someone requested some ice cream so I am going to go and get some for them.

Cathy Caldwell ~ This is a stressful time for many of our residents. We need to keep them in our thoughts. We know that our crews are doing the best that they can.

MAYOR'S REPORT

Council member Dickinson was in the hospital but is now at home.

We have talked about the situation that we are in and I want to thank everyone. Everyone should know that we are exhausting every avenue that we can to get this back up and going.

I see that we have a new door on Memorial Hall.

CITY MANAGER & STAFF REPORTS.

Bret Glendening – I made a request to the county to have a State of Emergency declared. The County accepted that and the state granted it. This will free up some resources for us and provide some expedited process with the state.

Terry Upshaw – gave an update on the power outage regarding what happened and the steps that are being taken to fix the situation.

Michele Silsbee – the storm sewer at 8th and Main was installed Monday and we poured concrete today. It is still to wet to do curb and gutter but Main Street should be open on 11/06/23.

Samantha Moon – We are doing everything that we can to get updates out to the public and are encouraging people to sign up for text my gov.

OTHER DISCUSSION/MOTIONS.

Motion made by Bratton, seconded by Schasteen to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:32 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

KILLOUGH CONSTRUCTION, INC.
P.O. BOX 810
OTTAWA, KANSAS 66067

WORK PROGRESS ESTIMATE

ESTIMATE FOR: CITY OF OSAWATOMIE

DATE: 10/31/2023

KILLOUGH JOB #: 22328

ESTIMATE #: 5

WORK THROUGH: 10/31/2023

PROJECT: PHASE 3

ITEM #	PHASE	DESCRIPTION	ORIGINAL ESTIMATED QUANTITIES	QTY COMPLETE TO DATE	UNITS	UNIT PRICE	DOLLARS COMPLETE TO DATE	PREVIOUS AMOUNT	NEW AMOUNT
1	164	contractor construction staking	1.00	1.00	lsum	21,745.00	21,745.00	16,308.75	5,436.25
2	401	mobilization	1.00	0.90	lsum	124,785.00	112,306.50	62,392.50	49,914.00
3	163	traffic control	1.00	0.90	lsum	16,550.00	14,895.00	8,275.00	6,620.00
4	162	SWPPP	1.00	0.90	lsum	5,000.00	4,500.00	1,250.00	3,250.00
5	162	temp seeding	1.00		lsum	3,000.00			
6	162	seeding fert and mulching	1.00		lsum	5,000.00			
7	111	clearing and grubbing	1.00	1.00	lsum	40,560.00	40,560.00	30,420.00	10,140.00
8	161	removal of existing structures	1.00	1.00	lsum	13,140.00	13,140.00	9,855.00	3,285.00
9	112	common excavation	5,362.00	5,000.00	cuyd	23.25	116,250.00		116,250.00
10	114	rock excavation	2,044.00	2,044.00	cuyd	28.00	57,232.00	57,232.00	
11	113	comp of earthwork MR-90	260.00	260.00	cuyd	4.00	1,040.00		1,040.00
12	121	agg base AB-3 6"	3,989.00	1,000.00	sqyd	11.50	11,500.00		11,500.00
13	137	concrete pavement 6" AE	2,295.00		sqyd	69.39			
14	137	concrete pavement 8" AE	1,440.00	122.80	sqyd	95.29	11,701.61	2,172.61	9,529.00
15	137	concrete pavement 8" AE NRDJ	198.00		sqyd	95.29			
16	137	sidewalk construction 4" AE	3,029.00	11.60	sqyd	52.50	609.00	609.00	
17	137	sidewalk ramp	173.00		sqyd	294.78			
18	137	concret grade 3.0 AE	9.70		cuyd	1,250.00			
19	137	reinforcing steel grade 60	570.00		lbs	3.75			
20	165	handrail metal-galvanized	20.00		lnft	400.00			
21	142	inlet curb set back 5x4	22.00	22.00	each	7,200.00	158,400.00	72,000.00	86,400.00
22	142	inlet curb setback 10 x 4	1.00	1.00	each	9,220.00	9,220.00		9,220.00
23	142	inlet manhole 4'	2.00	2.00	each	2,835.00	5,670.00	5,670.00	
24	142	inlet manhole 5'	4.00	4.00	each	3,855.00	15,420.00	7,710.00	7,710.00
25	142	storm sewer 15" ACSP	540.00	540.00	lnft	66.69	36,012.60	17,072.64	18,939.96
26	142	storm sewer 18" ACSP	334.00	334.00	lnft	71.36	23,834.24	23,834.24	
27	142	Storm sewer 24" ACSP	213.00	213.00	lnft	80.00	17,040.00	17,040.00	
28	142	storm sewer 30" ACSP	790.00	790.00	lnft	90.70	71,653.00	36,007.90	35,645.10
29	142	storm sewer 36" ACSP	169.00	169.00	lnft	103.75	17,533.75		17,533.75
30	142	storm sewer 15" RCP	1,056.00	1,056.00	lnft	77.66	82,008.96	45,897.06	36,111.90
31	142	storm sewer 18" RCP	31.00	31.00	lnft	81.44	2,524.64		2,524.64
32	142	storm sewer 24" RCP	222.00	222.00	lnft	86.07	19,107.54	19,107.54	
33	142	storm sewer 30" RCP	62.00	62.00	lnft	112.33	6,964.46	6,964.46	
34	142	storm sewer 36" RCP	114.00	114.00	lnft	135.67	15,466.38		15,466.38
35	142	end section 30" ASCP	1.00	1.00	each	1,675.00	1,675.00	1,675.00	
36	142	end section 36" ASCP	1.00	1.00	each	2,240.00	2,240.00	2,240.00	
37	137	flowable fill low strength	373.80	255.00	cuyd	150.00	38,250.00	10,500.00	27,750.00
38	122	rip rap light stone	31.00	31.00	sqyd	45.00	1,395.00	1,395.00	
39	142	sanitary sewer cleanout	4.00	4.00	each	560.00	2,240.00	2,240.00	
40	142	sanitary sewer lateral 4" PVC	235.00	386.50	lnft	65.00	25,122.50	25,122.50	
41	142	sanitary sewer lateral 6" PVC	55.00	55.00	lnft	75.00	4,125.00	4,125.00	
42	154	pavement marking multi white 6"	480.00		lnft	2.00			
43	154	pavement marking multi white 24"	13.00		lnft	30.00			
44	154	pavemtn markin symb white RR xing	1.00		each	500.00			

45	165	sign flat sheet HP	76.69		sqft	24.00			
46	165	sign post 1-3/4" perf sq tube	160.00		lnft	40.00			
47	165	sign post footing 1-3/4 ferf sq tube	16.00		each	30.00			
48	142	adjust water line vertical	2.00	2.00	each	5,300.00	10,600.00	10,600.00	
49	142	12" c-900 in place	1,746.00	1,746.00	lnft	117.00	204,282.00	204,282.00	
50	142	10" c-900 in place	80.00	80.00	lnft	132.00	10,560.00	10,560.00	
51	142	8" C-900 in place	45.00	45.00	lnft	72.00	3,240.00	3,240.00	
52	142	6" c-900 in place	1,200.00	1,200.00	lnft	67.00	80,400.00	80,400.00	
53	142	2" RJ waterline directional bore	63.00	63.00	lnft	62.00	3,906.00	3,906.00	
54	142	3/4" service line in place	879.00	879.00	lnft	47.00	41,313.00	30,127.00	11,186.00
55	142	3/4" service line directional bore	1,150.00	1,150.00	lnft	44.00	50,600.00	29,040.00	21,560.00
56	142	5/8" standard service assembly W/O meter	75.00	75.00	each	1,300.00	97,500.00	70,200.00	27,300.00
57	142	2" tap	1.00	1.00	each	1,650.00	1,650.00	1,650.00	
58	142	12" gate valve w/box	6.00	6.00	each	4,200.00	25,200.00	25,200.00	
59	142	10" gate valve with box	2.00	2.00	each	3,500.00	7,000.00	7,000.00	
60	142	8" gate valve w/box	2.00	2.00	each	2,470.00	4,940.00	4,940.00	
61	142	6" gate valve w box	2.00	2.00	each	1,800.00	3,600.00	3,600.00	
62	142	2" gate valve w box	1.00	1.00	each	1,225.00	1,225.00	1,225.00	
63	142	connect to existing waterline	6.00	6.00	each	1,860.00	11,160.00	11,160.00	
64	142	5 1/4" fire hydrant setting	5.00	5.00	each	7,590.00	37,950.00	37,950.00	
65	142	remove and replace surfacing (flow fill)	145.00	168.00	cuyd	225.00	37,800.00	32,625.00	5,175.00
66	142	extra work/materials 7th street	1.00	1.00	lsum	2,267.00	2,267.00	2,267.00	
BID ALT NO. 1									
1	152	HMA Commercial grade Class A base	2,900.00		tons	88.75			
2	152	HMA commercial grade class A surface	829.00		tons	88.75			
3	137	curb and gutter comb AE 9" toe	6,339.00	150.00	lnft	19.42	2,913.00	388.40	2,524.60
4	121	agg base AB-3 6"	9,732.00	9,732.00	sqyd	11.50	111,918.00		111,918.00
5	113	compaction AA MR-5-5	498.00	498.00	cuyd	6.00	2,988.00		2,988.00
		Change order #1	1.00	1.00	lsum	47,086.74	47,086.74		47,086.74

CONTRACT EARNED TO DATE	1,761,480.92	1,057,476.60	704,004.32
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RETAINAGE	 5.00%	88,074.05
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AMOUNT DUE TO DATE	1,673,406.87
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LESS PREVIOUS APPLICATIONS	 1,004,602.77
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AMOUNT DUE THIS ESTIMATE	<u>668,804.10</u>
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Osawatomie
KANSAS

439 Main Street | P.O. Box 37
Osawatomie, KS 66064
(913) 755-2146

SPECIAL EVENT PERMIT APPLICATION

Office Use Only
Date Record

Submitted _____

Tourism Approved _____

Council Approved _____

1. NAME OF APPLICANT AND/OR ORGANIZATION

2. EVENT CONTACT INFORMATION INCLUDING PHONE NO., ADDRESS, AND EMAIL

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR (DESCRIBE YOUR EVENT)

4. ROAD CLOSURES YES NO
LOCATION AND TIMING OF BARRICADES

5. LOCATION OR ADDRESS OF SPECIAL EVENT

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN

7. ENTRY TO EVENT: FEE YES ____ NO ____
PUBLIC ____ OR PRIVATE ____

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED?
YES NO
IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED _____

9. # OF EXPECTED
ATTENDEES: _____

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES ____ NO ____
WILL CMB BE SOLD AT THE EVENT? YES ____ NO ____
WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THIRD PARTY? YES ____ NO ____
IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED _____

11. APPLICANT AGREES TO ABIDE BY ANY RULES OF CONDUCT AND OPERATIONS POLICIES FOR THE
DURATION OF THEIR EVENT, OR RISKS PENALTY AND FORFEITURE OF ANY DEPOSITS YES NO

12. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT YES NO
IF YES, NAME OF INSURANCE COMPANY, AGENT _____
AMOUNT OF COVERAGE: _____

STATEMENT OF APPLICANT

I HAVE REVIEWED THIS APPLICATION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE _____ DATE _____

PERMIT APPLICATION: APPROVED _____ DENIED _____

DECISION BY: _____ DATE OF DECISION: _____

COMMENTS: _____



ACTION ITEM SUMMARY	Item Number:	9.A.
Resolution 1182	Date:	October 20, 2023
City Manager	From:	Bret Glendening

RE: Authorizing Agreement with BG Consultants to Design Sewer Extension to the Northland

RECOMMENDATION: Approve Resolution 1182

DETAILS: Resolution 972 authorized application to the State of Kansas, Dept. of Commerce's BASE grant program. While that first application was for design costs associated with the new water treatment plant and was not successful, we reapplied to the BASE Grant program for round two with a modified scope to extend sewer service to the Northland property. That application was successful and as was mentioned in Resolution 972, the city's match requirement for the program was 25%.

The grant amount is for \$1,500,000. The city's match is \$500,000. Because this extension will benefit not only Osawatomie, but the county as a whole, I will be approaching the county for assistance with this match requirement. Due to the county's role in getting the Bucyrus community connected to Spring Hill's wastewater treatment plant, it is my believe that this request should be received favorably.

RESOLUTION NO. 1182

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
WITH BG CONSULTANTS FOR THE DESIGN AND CONSTRUCTION
ENGINEERING CONTRACT TO EXTEND SEWER TO NORTHLAND
DEVELOPMENT AREA AND TO ENTER INTO AN INTERLOCAL AGREEMENT
WITH MIAMI COUNTY FOR THE MATCHING FUNDS REQUIREMENT**

WHEREAS, the City of Osawatomie provides sanitary sewer collections and treatment services;
and

WHEREAS, the city council authorized the application to the BASE Grant program through the State of Kansas' Department of Commerce through Resolution 972; and

WHEREAS, the city was awarded \$1,500,000 to assist in the design and construction of the sewer extension; and

WHEREAS, the City of Osawatomie, Kansas is required to match the BASE Grant with \$500,000;
and

WHEREAS, the proposed path of this extension is shown in Exhibit A to this resolution; and

WHEREAS, the city has requested the participation of the county in this project and the county has agreed to appropriate \$250,000.

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

SECTION ONE: The Governing Body of Osawatomie, Kansas hereby authorizes the Mayor to enter into an Agreement with BG Consultants for the design and construction engineering services for the extension of sanitary sewer to the Northland Development Area, paid for with funds from the BASE Grant and the Wastewater Utility Fund.

SECTION TWO: The Governing Body of Osawatomie, Kansas hereby authorizes the Mayor to enter into an Interlocal Agreement with Miami County for cost sharing the city's matching funds requirement with the BASE Grant of \$500,000, with \$250,000 being contributed by each entity.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 9th day of November, 2023 a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

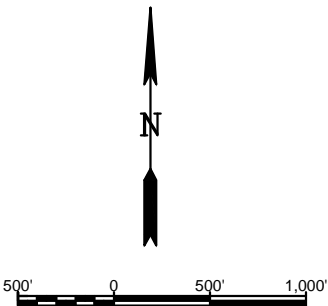
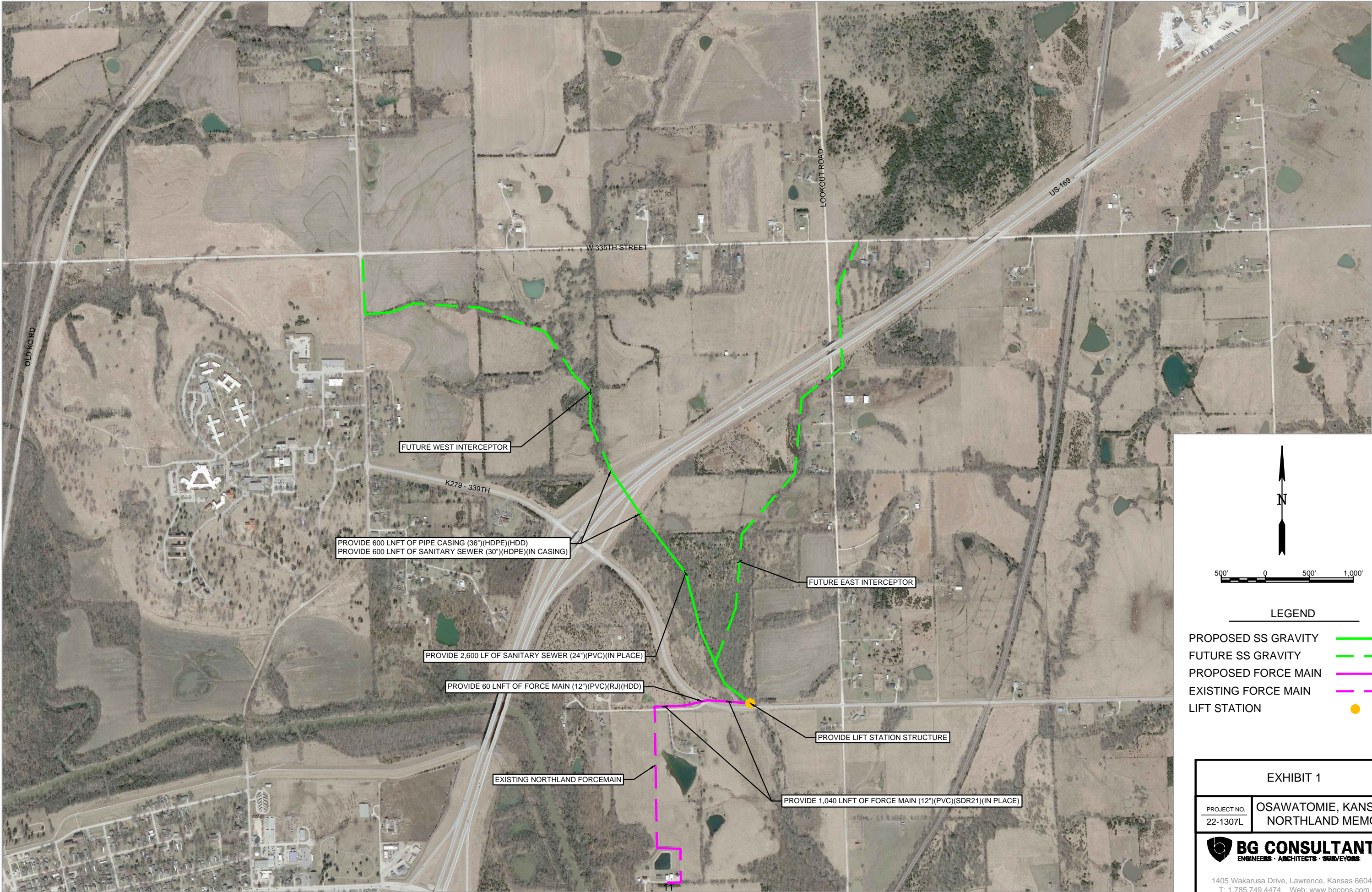
ATTEST:

Tammy Seamands, City Clerk



Osawatomie Kansas
Northland Utility Improvements
Engineer's Opinion of Probable Cost
22-1307L
Wastewater Collection Improvements

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization & Incidentals	Lump Sum		\$ 70,000.00	\$ 70,000.00
2	Lift Station Structure	Lump Sum		\$ 100,000.00	\$ 100,000.00
3	Seeding and Surface Restoration	Lump Sum		\$ 20,000.00	\$ 20,000.00
4	Force Main (12")(PVC)(In Place)	1040	LNFT	\$ 75.00	\$ 78,000.00
5	Force Main (12")(PVC)(RJ)(HDD)	60	LNFT	\$ 150.00	\$ 9,000.00
6	Sanitary Sewer (24")(PVC)(In Place)	2600	EA	\$ 145.00	\$ 377,000.00
7	Sanitary Sewer (30")(HDPE)(In Casing)	600	LNFT	\$ 145.00	\$ 87,000.00
8	Pipe Casing (36")(HDPE)(HDD)	600	LNFT	\$ 950.00	\$ 570,000.00
9	Air Release Valves	2	EA	\$ 12,000.00	\$ 24,000.00
10	4-5' Precast Manholes	14	EA	\$ 6,000.00	\$ 84,000.00
11	Chainlink Fence	200	LNFT	\$ 60.00	\$ 12,000.00
Subtotal Construction Cost					\$ 1,431,000.00
Contingency (10%)					\$ 143,100.00
Total Construction Cost					\$ 1,574,100.00
Engineering Design					\$ 146,000.00
Construction Observation					\$ 128,000.00
Construction Engineering					\$ 40,000.00
Easement Acquisition					\$ 10,000.00
Legal					\$ 10,000.00
Temp Financing					\$ 96,400.00
TOTAL PROJECT COST					\$ 2,004,500.00



LEGEND	
PROPOSED SS GRAVITY	———
FUTURE SS GRAVITY	- - - - -
PROPOSED FORCE MAIN	———
EXISTING FORCE MAIN	- - - - -
LIFT STATION	●

EXHIBIT 1

PROJECT NO. 22-1307L	OSAWATOMIE, KANSAS NORTHLAND MEMO
-------------------------	--------------------------------------

 **BG CONSULTANTS**
ENGINEERS • ARCHITECTS • SURVEYORS

1405 Wakarusa Drive, Lawrence, Kansas 66049
T: 1.785.749.4474 Web: www.bgcons.com
Manhattan Lawrence Emporia

FUTURE WEST INTERCEPTOR

PROVIDE 600 LNFT OF PIPE CASING (36") (HDPE) (HDD)
PROVIDE 600 LNFT OF SANITARY SEWER (30") (HDPE) (IN CASING)

PROVIDE 2,600 LF OF SANITARY SEWER (24") (PVC) (IN PLACE)

PROVIDE 60 LNFT OF FORCE MAIN (12") (PVC) (RJ) (HDD)

EXISTING NORTHLAND FORCEMAIN

FUTURE EAST INTERCEPTOR

PROVIDE LIFT STATION STRUCTURE

PROVIDE 1,040 LNFT OF FORCE MAIN (12") (PVC) (SDR21) (IN PLACE)



ACTION ITEM SUMMARY	Item Number:	9.B
Resolution 1186	Date:	November 3, 2023
City Manager	From:	Bret Glendening

RE: Resolution 1186 – Resolution Authorizing the City Manager to Execute Professional Services Agreement

RECOMMENDATION: Approve Resolution 1186

DETAILS:

As we work towards a closing date with A&F, outlining the future relationship between A&F and the City of Osawatomie needs to be done. This agreement gets us pretty close to where we need to be. Pending final negotiations of the PSA, I would ask the council to adopt resolution 1186 which authorizes the City Manager to enter into an agreement with A&F for the provision of animal care services at the Always and Furever Animal Shelter at Osawatomie (or whatever the name ends up being).

The only items to be finalized in this agreement are the sections on Indemnification and an assurance that animals picked up in Osawatomie will be given preference to the shelter over animals picked up in Miami County or the City of Paola.

RESOLUTION NO. 1186

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALWAYS & FUREVER FOR THE PROVISION OF ANIMAL CARE SERVICES AT THE OSAWATOMIE ANIMAL SHELTER

WHEREAS, in August 2019, the City of Osawatomie and Always and Furever Midwest Animal Sanctuary, Inc. (“A&F”) entered into an Agreement for A&F to operate the Osawatomie Pound; and

WHEREAS, on June 8, 2023 the council adopted Resolution 1144 authorizing the City Manager to have the pound and approximately 3.5 acres surveyed, a legal description drafted, and subsequently engage the services of an appraiser to determine the value of the building and the land; and

WHEREAS, the city council approved Resolution 1176 on October 12, 2023 authorizing the sale of the animal pound to Always & Furever; and

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

SECTION ONE: The Governing Body hereby authorizes the City Manager to finalize negotiations with Always & Furever on a professional services agreement for the provision of animal care services and upon completion of those negotiations, enter into an agreement with Always & Furever for the provision of such services.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 9th day of November, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

AGREEMENT BETWEEN CITY OF OSAWATOMIE, KANSAS AND ALWAYS & FUREVER MIDWEST ANIMAL SANCTUARY FOR PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement") is entered into on this ___ day of November, 2023, **effective as of later date signed by both parties below**, by and between the CITY OF OSAWATOMIE, a Kansas municipal corporation ("CITY" or "City of Osawatomie"), and ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY, a Kansas not-for-profit corporation, located at 23595 W 223rd Street, Spring Hill, KS 66083 ("A&F" or "Always and Furever").

RECITALS

The following recitals are a substantive portion of this Agreement and are hereby incorporated herein by this reference.

A. A&F intends to provide animal sheltering and veterinary care, as more fully described in Exhibit "A" (Scope of Services), attached to and made a part of this Agreement, for the CITY, at Always & Furever Midwest Animal Sanctuary's Osawatomie Shelter (the "Shelter").

B. CITY and A&F desire for A&F to perform the Services in this Agreement.

C. CITY acknowledges that A&F is entering into this Agreement in furtherance of its no-kill mission, and that, to the extent permitted by law, A&F will operate the Osawatomie Animal Shelter as a no-kill shelter.

D. CITY and A&F are entering into this Agreement with the intention of establishing a long-term partnership to offer exceptional shelter services for the CITY.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. A&F shall perform the services described ~~at~~in Exhibit "A" ("Services") in accordance with the terms and conditions contained in this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution (the "Effective Date") unless terminated pursuant to Section 12 of this Agreement.

SECTION 3. *** Intentionally Omitted****

SECTION 4. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by A&F or under A&F's supervision. A&F represents that it possesses the professional and technical personnel necessary to perform or supervise, as applicable, the Services required by this Agreement and that its personnel have sufficient skill and experience to perform the Services assigned to them. A&F represents that it, and its employees have and shall maintain (and that it shall require its subcontractors, if any, to have and maintain) during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this Section 4 are exclusive and are in lieu of all other warranties of any kind, whether express or implied (including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and noninfringement, and all warranties that may arise from course of dealing, course of performance or usage of trade), all of which are hereby expressly disclaimed.

SECTION 5. COMPLIANCE WITH LAWS. A&F shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that are applicable to the performance of the Services or those engaged to perform Services under this Agreement. A&F shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement A&F, and any person employed by or contracted with A&F (a subcontractor) to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 7. ASSIGNMENT. The parties agree that the expertise and experience of A&F are material considerations for this Agreement. A&F shall not assign or transfer any interest in this Agreement nor the performance of any of A&F's obligations without the prior written consent of the City Manager. The City Manager shall have sixty (60) days from receipt of A&F's notice of proposed assignment to accept or decline the proposed assignment in writing. If the City Manager declines the proposed assignment, he or she shall state the basis for the decision in the written notice to A&F. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment not expressly contemplated under this Agreement, or made without the approval of the City Manager shall be void.

SECTION 8. SUBCONTRACTING. Notwithstanding Section 7 above, CITY agrees that subcontractors may be used to complete the Services. A&F shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning subcontractor compensation.

SECTION 9. INDEMNITY; LIMITATION OF LIABILITY.

9.1. To the fullest extent permitted by law, ~~the CITY and~~ A&F shall ~~each~~ indemnify, defend and hold harmless ~~either party~~ the CITY or and their respective agents, officers, governing body members, and employees (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including reasonable attorneys' fees, experts fees, court costs and disbursements ("Claims") to the extent resulting from, or arising out of (i) any act or omission of ~~the party~~ A&F that is outside the scope of the ~~party's A&F's~~ authority under this Agreement and/or (ii) the gross negligence or willful misconduct of ~~the CITY or~~ A&F or its officers, employees, agents or subcontractors in the performance of this Agreement. [BG1]

9.2. In the event of concurrent gross negligence of more than one party, ~~its council members (or directors), officers, employees, agents or subcontractors,~~ [BG2] the liability for any and all Claims shall be apportioned under the *Kansas theory of comparative negligence* as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties to this Agreement.

9.3. The parties agree to cooperate with each other in the investigation and disposition of third-party Claims hereunder. It is the intention of the parties to reasonably cooperate in the disposition of all such Claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties hereunder. The parties agree to promptly inform [BG3] one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning this Agreement provided that such notice shall occur no later than three (3) days after the party is made aware of such claim. Notwithstanding the foregoing, in the event of a conflict in interest, each party may conduct its own investigation and engage its own counsel.

9.4. Each party agrees to mitigate any loss or damage which it may suffer in consequence of any breach by the other party of the terms of this Agreement. Or any fact, matter, event or circumstance giving rise to a Claim.

9.5. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.

SECTION 10. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, shall not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant,

condition, provision, ordinance or law. No waiver of a condition or non-performance of an obligation hereunder is effective unless it is in writing signed by the authorized representatives of the parties hereto and, as applicable, approved as required under the Osawatomie Municipal Code.

SECTION 11. INSURANCE.

11.1. A&F, at its sole cost and expense, shall obtain, as soon as practicable following the date of this Agreement, and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". A&F shall be responsible for ensuring that its subcontractors retained to perform Services under this Agreement, if any, shall obtain and maintain in full force and effect during the term of the subcontractor's engagement, the insurance coverage described in Exhibit "B".

11.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of Kansas.

11.3. A&F shall send the CITY a copy of any documentation/certificates evidencing such insurance as soon as practicable following the date of execution of this Agreement but in no event any later than 7 days prior to the first day of the term of this Agreement. The certificates shall be subject to the approval of CITY's City Manager and CITY's Insurance Consultant and shall contain an endorsement stating that the insurance is primary coverage and shall not be canceled, or materially reduced in coverage or limits, by A&F except after filing with the ~~Purchasing-City~~ Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to A&F, A&F shall provide the City Manager written notice of the cancellation or modification within five (5) business days of the A&F's receipt of such notice. A&F shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's City Manager during the entire term of this Agreement.

11.4. The procuring of such required policy or policies of insurance will not be construed to limit either party's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

SECTION 12. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

12.1. In the event of a material breach of the Agreement, either party may terminate upon 90 days written notice^[BG4]. ~~Either party may terminate this Agreement without cause giving one-year prior written notice thereof to CITY.~~

SECTION 13. NOTICES.

Any notice provided for in this Agreement shall be in writing and shall be either (i) personally delivered, (ii) received by certified mail, return receipt requested, or (iii) sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated below:

To CITY: City of Osawatomie, City Manager's Office 439 Main St., PO Box 37, Osawatomie, KS 66064.4

To A&F: Always and Furever Midwest Animal Sanctuary, President, 23595 W 223rd Street, Spring Hill, KS 66083.

Notices will be deemed to have been given hereunder (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) or (iii) five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1. This Agreement shall be governed by the laws of the State of Kansas without regard to its conflict of laws provisions.

14.2. In the event that an action is brought, the parties agree that trial of such action shall be vested exclusively in the state courts of Kansas in the County of Miami, State of Kansas.

14.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

14.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

14.5. The covenants, terms, conditions and provisions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

14.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto shall remain in full force and effect.

14.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and shall be deemed to be a part of this Agreement.

14.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or A&F's proposal (if any), this Agreement shall control. In the case of any conflict between the exhibits hereto and A&F's proposal, the exhibits shall control.

14.9. If, pursuant to this contract with A&F, CITY shares with A&F personal information, A&F shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform CITY as soon as practicable, but no later than 24 hours after learning that there has been a breach in the security of the system or in the security of the Personal Information. A&F shall not use Personal Information for direct marketing purposes without CITY's express written consent.

14.10. All unchecked boxes do not apply to this Agreement.

14.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

14.12. This Agreement may be signed in multiple counterparts, which, when executed and delivered by the parties hereto, shall together constitute a single binding agreement. This Agreement may be signed using the City's Docusign platform.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF OSAWATOMIE

_____ City Manager

APPROVED AS TO FORM:

_____ City Attorney

ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY

By:

President

Attachments:

EXHIBIT "A": SCOPE OF SERVICES

EXHIBIT "B": A&F INSURANCE COVERAGES

EXHIBIT “A” SCOPE OF SERVICES

ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY (“A&F”) agrees to provide Animal Shelter Services as described in Section II below at the Always & Furever Osawatomie Shelter, ADDRESS, for the City of Osawatomie (“CITY”) and the Contract City. CITY agrees to perform the obligations as described in Section III below.

SECTION I. DEFINITIONS The following terms as used in this Exhibit “A” Scope of Services shall have the meaning provided below:

- “Diseased and crippled animal” means those animals which are known or believed to be infected with any dangerous or communicable disease, or which have an incurable, crippling condition or which are afflicted with any painful disease which is believed to be incurable.
- “Dangerous animal” means any dog or other animal which demonstrates a propensity to assault, bite, scratch or harass people or other animals without provocation. There shall be a rebuttable presumption that any animal that bites a person is a potentially dangerous animal. See Section II 1.c below.

SECTION II. ALWAYS AND FUREVER MIDWEST ANIMAL SANCTUARY RESPONSIBILITIES:

1. Animal Shelter Services. A&F shall perform the following sheltering services and shall provide shelter supplies, animal attendants, supervisors and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (“Shelter Services”):

a) Shelter of abandoned, surrendered, impounded, lost or stray domestic animals brought to the shelter by CITY. If a City resident of the City of Osawatomie brings in an animal, it must be through our intake team via a scheduled appointment.

b) A&F shelters and provides services to animals outside the scope of paragraph (a) above (“non-City animals”) including moving animals between the Osawatomie Shelter and A&F’s various locations.

c) For the avoidance of doubt, to the maximum extent permissible by law, A&F shall have exclusive discretion over how long an animal is sheltered, including exclusive discretion to shelter an animal for a longer period than the statutory minimum number of

days. A&F shall be responsible for managing the length of animal sheltering within the resources authorized by this Agreement.[BG5]

Aside from any judgement by a court of law, A&F shall have right to determine if an animal is deemed potentially dangerous or dangerous. All such liability will fall upon A&F for any determination and will be made by certified trainers.

d) Quarantine of biting animals.

e) Rabies testing of suspect animals.

f) Provision for reclaim of abandoned, lost or stray domestic animals during established business hours.

g) Shelter staff shall make every effort to identify lost animals (through ID tags and microchips) and to contact owners.

h) Be CITY's ~~and Contract City~~ main point of contact (by phone, in-person, and electronic means) regarding animal shelter services, including inquiries regarding missing pets.

i) Provide medical evaluation and treatment, if necessary, to all incoming animals.

j) The CITY will be responsible for disposal of ALL deceased animals that are brought in as road kill or deceased upon arrival to the Shelter. A&F will be responsible for humane euthanasia, for any "mercy euthanasia" with respect to when unclaimed animals by their owners, or a veterinarian ~~any~~ determines ~~esates~~ humane euthanasia is the only course of action available. With respect to a deemed dangerous animal by the CITY, dangerous as defined by Osawatomie Municipal Code and Kansas State Law, a ~~case-by-case~~ case-by-case basis of who is the safest party to handle such euthanasia will be used. A&F will cover the cost to humanely euthanize at a licensed vet.

k) For purposes of clarity, owner-requested euthanasia is not a service required under this Agreement, and CITY acknowledges that A&F has elected not to provide or subcontract this service.

l) A&F shall maintain a public website, separate from the CITY's website, with information including without limitation: shelter hours, volunteer opportunities, adoption information, medical services offered and information about those services and contact information.

m) ~~Consultant A&F~~ shall allow CITY Police Officers access to the shelter at all times for purposes of dropping off animals and provide reasonable accommodation for Police Officers to begin and end their shifts, and complete administrative work in the shelter. If

the Shelter is full, Police Officers will be informed upon arrival. A&F will work to promptly inform all parties of such updates.

n) *** Intentionally Omitted***

o) A&F shall comply with all federal, state, and local laws in effect applicable to the Services upon commencement of the provision of the Services, and shall be subject to inspection by the CITY and other duly authorized federal, state, and local authorities to ~~e~~insure such compliance. For the avoidance of doubt, this provision shall not be construed to expand the scope of the Services as expressly set forth in this Exhibit "A".

p) A&F shall use commercially reasonable efforts to offer comprehensive volunteer and educational programs which may include, without limitation: animal fostering programs, dog walker programs, and animal care trainings.

q) When appropriate, in A&F'S sole discretion, A&F may partner and/or coordinate with adoption programs, rescue groups, and other no-kill shelters to maximize the shelter's adoption rate and/or place animals in suitable foster care. A&F shall seek CITY's approval for partnerships in which A&F pays or receives money or other financial consideration, solely to the extent that such partnership relates to A&F's performance of the Services. CITY shall approve or deny in writing any such request ~~within~~within thirty (30) days after receipt of such request.

2. Operating Schedules

a) A&F shall provide Shelter Services for the animals twenty-four (24) hours a day, seven (7) days a week.

b) A&F shall provide emergency veterinary services, as needed, if determined to be in the animal's best interest and assume all costs above as well as have the right to humanely end the animal's life if in their best interest even during the legal stray hold as allowed under the Kansas Pet Act.

c) A&F shall have shelter staff on site for care of shelter animals seven (7) days per week, 365 days per year.

3. Dead Animal Services

a) A&F shall provide storage facilities (freezer)- for the CITY to temporarily hold- animals that were deceased upon arrival. The CITY will- be responsible for the disposal of the

body of the deceased animal. Should the CITY choose to bury the animals it will be on the CITY's property ("Dead Animal Services"):

- i. A&F will assist with identification of and notification to the owner of the dead animal, whenever possible; and
- ii. As noted above the CITY shall be solely responsible for the removal and/or burial of any animal taken in and stored as road kill as needed.

b) For the avoidance of doubt, the CITY is solely responsible for the collection of dead animals and maintenance of the removal of any deceased upon arrival animals from the -Shelter

4. Records Management

a) A&F shall maintain a database that tracks the animals that are delivered to the shelter, and do so on a daily basis and made electronically available to the City.

b) Monthly Report

i. A&F shall have available, at the CITY's request, a monthly Animal Shelter and Impound Report summarizing monthly and year-to-date services provided by A&F for CITY. This report shall include, but not be limited to, the following information:

(1) Medical statistics including spay and neuter, microchips, and vaccinations

(2) Volume of animals in and out of facility by type of animal and type of outcome.

5. Licensing and other fee collection

a) The CITY shall be in charge of licensing fees.

b) No fees will be charged to the CITY by A&F for the service and care of the animals brought in by the Osawatomie Police; ***provided however***, that all fees ~~from citations~~-related directly to housing an animal as a result of a court ordered holds ~~s-with-the-requirement-to-hold-and-house-animals-~~at the Shelter, shall be

paid to A&F. The CITY will be responsible for processing such ~~citation-holding~~ fees which will be submitted to the A&F on a monthly basis by the CITY. These funds will be used for the direct care of the animals at the Shelter. Court assessed fines through the adopted codes of the City of Osawatomie shall remain with the City of Osawatomie to cover the cost of enforcement of the city's code(s).

SECTION III. CITY RESPONSIBILITIES.

CITY shall:

1. Develop and maintain proactive and consistent communication and rapport with A&F
 - a) Respond in a timely manner to emails and phone calls
 - b) Communicate and resolve issues and concerns immediately
 - c) Provide excellent customer service to A&F staff and customers
2. Develop, in cooperation with A&F, a disaster preparedness plan with respect to any of the CITY's animals still on stray hold.

EXHIBIT B A&F INSURANCE COVERAGES

Section 1. Consultant Insurance Coverages and Liability Limits shall be as stated:

1.1 Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

1.2 Commercial General Liability. This insurance shall be written in comprehensive form including Products, completed operations and Personal and Advertising injury and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under this Contract entitled "Insurance and Hold Harmless." Unless otherwise specified, Contractor's insurance shall include the following:

- \$1,000,000 combined single limit (on contracts in excess of \$100,000)
- \$300,000 combined single limit (on contracts in excess of \$10,000 to \$100,000)
- \$100,000 combined single limit (on contracts of \$10,000 and less)



ACTION ITEM SUMMARY	Item Number:	10.A.
Resolution 1184	Date:	November 1, 2023
City Manager	From:	Bret Glendening

RE: Resolution declaring the boundaries of the City of Osawatomie

RECOMMENDATION: Approve Resolution 1184

DETAILS: State law requires that whenever a city adds or removes territory from within its corporate limits, the governing body of that city, make a formal declaration of the entire boundary of that city.

Since we've deannexed a portion of land and annexed other portions, we are required to do so.

The last time the city was required to declare its boundaries was in 2009. The legal description from that resolution was sent to Allendbrand Drews along with the deannexation and two annexations to confirm a correct legal description is included with this resolution.

RESOLUTION NO. 1184

**A RESOLUTION DECLARING THE ENTIRE BOUNDARY
OF THE CITY OF OSAWATOMIE, KANSAS**

WHEREAS, the City of Osawatomie, Kansas, did by Ordinance Number 3830 and Ordinance Number 3837, duly adopt and extend and enlarge the corporate limits of said City during the year 2023 thereto, and by Ordinance Number 3823 deannex certain territory therefrom, and the Governing Body of said City does now desire to declare the entire boundary of said City, as required by KSA 12-517.

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

SECTION ONE: That the entire boundary of the City of Osawatomie, Kansas, after this Resolution becomes effective, shall be and the same is hereby, declared to be as follows:

See Exhibit "A" hereto attached.

SECTION TWO: That the jurisdiction and authority of the City of Osawatomie, Kansas shall extend over and include all of the territory and tracts of land mentioned within the boundary, as described in Section One above, and said territory and tract of land henceforth shall be a part of the City of Osawatomie, Kansas, and be subject to the laws and ordinances of said city.

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 9th day of November, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

Exhibit A to Resolution 1184

All that part of Sections 31, and 32, Township 17 South, Range 23, and that part of Sections 32, 33, 35, and 36, Township 17 South, Range 22 East, and that part of Sections 1, 2, 9, 10, 11, 12, 14, 22, and 23, Township 18 South, Range 22 East of the Sixth Principal Meridian, Miami County, Kansas being more particularly described as follows: Commencing at the Northwest Corner of the Northeast Quarter of Section 32 Township 17 South, Range 23 East; thence East or West, along the North line of said Section 32, to the Northwesterly line of US 169 Highway Right-of-Way, said point being the POINT OF BEGINNING; thence Southwesterly, along said Northwesterly Right-of-Way line, to the East line of the Northeast Quarter of Section 1 Township 18 South, Range 22 East, thence North, along the East line of said Northeast Quarter, to the Northeast Corner of said Northeast Quarter; thence West, along the North line of said Northeast Quarter, a distance of 963.70 feet, thence South parallel with the East line of said Northeast Quarter, a distance of 550.0 feet; thence West parallel with the North line of said Northeast Quarter, to the West line of said Northeast Quarter; thence North, along the West line of said Northeast Quarter, a distance of 550.0 feet, to the Northwest Corner of said Northeast Quarter; thence West along the South line of the Southwest Quarter of Section 36, Township 17 South, Range 22 East, to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence North, along the East line of the West One-Half of the Southwest Quarter of said 36, to the Northeast Corner of the West One-Half of said Southwest Quarter; thence East, along the South line of the Northwest Quarter of said Section 36, to the Southeast Corner of said Northwest Quarter; thence North, along the East line of said Northwest Quarter, to the Northeast Corner of the South One-Half of said Northwest Quarter; thence West, along the North line of the South One-Half of said Northwest Quarter, to the Northwest Corner of the South One-Half of said Northwest Quarter; thence South, along the West line of said Northwest Quarter, to the Southwest Corner of said Northwest Quarter; thence East, along the North line of the Southwest Quarter of said Section 36, to the Northwest Corner of the East One-Half of the Northwest Quarter of said Southwest Quarter; thence South, along the West line of the East One-Half of the Northwest Quarter of said Southwest Quarter to a point on the North line of the Southwest Quarter of said Southwest Quarter; thence West, along the North line of the Southwest Quarter of said Southwest Quarter, to the Northwest Corner of the Southwest Quarter of said Southwest Quarter; thence West, along the North line of the South One-Half of the Southeast Quarter of Section 35, Township 17 South, Range 22 East, to the Northwest Corner of the South One-Half of the Southeast Quarter of said Section 35; thence South, along the West line of said Southeast Quarter, to the Southwest Corner of the South One-Half of said Southeast Quarter; thence West, along the North line of Section 2, Township 18 South, Range 22 East, to the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 2; thence South, along the West line of the Northeast Quarter of said Northwest Quarter, to the East line of Right-of-Way line of the Main Line of Missouri Pacific Railway; thence Southwesterly, along said East Right-of-Way line, to the South line of the Northwest Quarter of said Section 2; thence East, along the South line of the Northwest Quarter of said Section 2, to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 2; thence South, along the West line of the Northeast Quarter of said Southwest Quarter, to the Southwest Corner of the Northeast Quarter of said Southwest Quarter; thence East, along the South line of the Northeast Quarter of said Southwest Quarter, to the Southeast Corner of the Northeast Quarter of said Southwest Quarter; thence South, along the East line of said Southeast Quarter, to the Southeast Corner of the Southwest Quarter of said Section 2; thence South, along the East line of the Northwest Quarter of Section 11, Township 18 South, Range 22 East, to the North bank of the Marais des Cygnes River, at low water mark; thence Southwesterly following the North bank of said River, to the West line of said Section 11; thence continuing

Westerly, along the North bank of said River, to the West line of Section 10, Township 18 South, Range 22 East; thence Westerly, along the North bank of said River, to the West line of the East One-Half of the Northeast Quarter of Section 9, Township 18 South, Range 22 East; thence South, along the West line of the East One-Half of the Northeast Quarter of said Section 9, to the Southwest Corner of the East One-Half of said Northeast Quarter, and to the South Right-of-Way line of John Brown Highway; thence West along the North line of the Southeast Quarter of said Section 9, and said South Right-of-Way line, to the Northwest Corner of said Southeast Quarter; thence South 70 feet, along the West line of said Southeast Quarter; thence East, Parallel with the North line of said Southeast Quarter, a distance of 460 feet; thence North 20 feet, Parallel with the West line of said Southeast Quarter; thence East 200 feet, Parallel with the North line of said Southeast Quarter, to the East line of the West One-Half of the Northwest Quarter of said Southeast Quarter; thence South, along the East line of the West One-Half of the Northwest Quarter of said Southeast Quarter, to the Southeast Corner of the West One-Half of the Northwest Quarter of said Southeast Quarter; thence West, along the North line of the Southwest Quarter of said Southeast Quarter; thence South, along the West line of the Southwest Quarter of said Southeast Quarter, to a point on the North Right-of-Way line of the Missouri-Pacific Railroad; thence North 89 degrees 47 minutes 32 seconds East, 1149.00 feet, along said Right-of-Way line; thence South 00 degrees 12 minutes 28 seconds East, 55 feet, along said Right-of-Way line; thence North 89 degrees 46 minutes 37 seconds East, 23 feet, along said Right-of-Way line, to a point on the West line of a levee; thence East along said Right-of-Way line to a point on the East line of a levee; thence along a curve to the left with a radius of 523.60 feet and an arc distance of 1049.69 feet; thence North 48 degrees 12 minutes 35 seconds West, 180 feet, to a point on the Southwesterly Right-of-Way line of the Missouri-Pacific Railroad; thence Northeast perpendicular to said Southwesterly Right-of-Way line, to a point on the Northerly Right-of-Way line of the Missouri-Pacific Railroad; thence Southeasterly along said Northerly Right-of-Way line, to the East line of said Section 9; thence Easterly, along said Northerly Right-of-Way line, to a point on the West line of the land belonging to Trinidad Vasquez; thence South parallel with the East line of the Southwest Quarter of Section 10, Township 18 South, Range 22 East, to a point on the South line of the Southwest Quarter of said Section 10; thence East, 340.3 feet, along said South line, to the Southeast Corner of said Southwest Quarter; thence East, along the South line of the Southeast Quarter of said Section 10, to the Northwest Corner of the Northwest Quarter of Section 14, Township 18 South, Range 22 East; thence East, along the North line of said Northwest Quarter, a distance of 870.0 feet; thence South parallel with the West line of said Northwest Quarter, a distance of 800 feet; thence East, parallel with the North line of said Northwest Quarter, a distance of 450 feet; thence South, along a line parallel with the West line of said Northwest Quarter, to the center of the channel of Pottawatomie Creek; thence Southeasterly direction down the center of said Pottawatomie Creek, to the South end of the center pier of Pottawatomie Bridge; thence South 64 degrees 30 minutes East 10.5 chains; thence South 50 degrees East, to a point on the Northwesterly line of US 169 Highway Right-of-Way line; thence Southwesterly, along said Northwesterly Right-of-Way line, to the East line of the Southeast Quarter of Section 22, Township 18 South, Range 22 East; thence North, along the East line of the Southeast Quarter of said Section 22, to the Northeast Corner of the Southeast Quarter of said Southeast Quarter; thence West, along the North line of the Southeast Quarter of said Southeast Quarter, to the Northwest Corner of the Southeast Quarter of said Southeast Quarter; thence South, along the West line of the Southeast Quarter of said Southeast Quarter, to the Southwest Corner of the Southeast Quarter of said Southeast Quarter; thence East, along the South line of said Southeast Quarter, to the Southwest Corner of the Southwest Quarter of Section 23, Township 18 South, Range 22 East,

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thence East, along the South line of the Southwest Quarter of said Section 23, to a point on the Easterly line of US 169 Highway Right-of-Way; thence Northeasterly, along said Easterly Right-of-Way line, to a point that is 600 feet South of the North line of the Northeast Quarter of Section 14, Township 18 South, Range 22 East; thence East, to the center of the channel of Pottawatomie Creek; thence in a Northwesterly direction down the center of Pottawatomie Creek, to a point approximately 700 feet West of the East line of the Northeast Quarter of said Section 14; thence North, to the South line of the Southeast Quarter of Section 11, Township 18 South, Range 22 East; thence East, 700 feet, more or less, to the Southeast Corner of the Southeast Quarter of said Section 11; thence North, along the East line of said Southeast Quarter, to the center of Pottawatomie Creek; thence following the meandering of Pottawatomie Creek downstream to the Section line between Sections 11 and 12; thence East, along the center of the channel of said creek 814.80 feet; thence North, to the North line of Mill Street; thence West, along the North line of Mill Street, to the Easterly line of US 169 Highway Right-of-Way; thence Northeasterly, along said Easterly Right-of-Way line, to a point on the South line of the Southwest Quarter of Section 1, Township 18 South, Range 22 East; thence East, along the South line of the Southwest Quarter of said Section 1, to the Southwest Corner of the Southeast Quarter of said Section 1; thence East, along the South line of said Southeast Quarter, to the Southeast Corner of said Southeast Quarter; thence North, along the East line of said Southeast Quarter, to the Northeast Corner of the South One-Half of the North One-Half of said Southeast Quarter; thence West, along the North line of the South One-Half of the North One-Half of said Southeast Quarter, to the Southeasterly line of US 169 Highway Right-of-Way; thence Northeasterly, along said Southeasterly Right-of-Way line to Section line between Section 1, Range 22 East, and Section 6, Range 23 East; thence continuing Northeasterly, along said Southeasterly Right-of-Way line, to the Section line between Section 6, Township 18 South, and Section 31, Township 17 South, thence continuing Northeasterly, along said Southeasterly Right-of-Way line, to a point on the North line of the Northeast Quarter of Section 32, Township 17 South, Range 23 East; thence West, along the North line of the Northeast Quarter of said Section 32, to the Northwest Corner of said Northeast Quarter; thence either East or West along the North line of said Section 32 to the POINT OF BEGINNING.

ALSO: 13

Beginning at a point 1293.2 feet North of the Southwest corner of Section 14, Township 18, Range 22, Miami County, Kansas, thence North along the West line of said Section 14, a distance of 300 feet, thence East 306.0 feet to the West right-of-way line of Old U.S. Highway #169; thence Southerly following the West right-of-way line of Old U.S. Highway #169, a distance of 340 feet, more or less, to a point 164.95 feet East of the West line of said Section 14; thence West 164.95 feet to the place of beginning, all being a part of the West Half of the Southwest Quarter of Section 14, Township 18, Range 22, Miami County, Kansas, Subject to any part thereof in roads.

ALSO: 19

A tract of land in the Southeast Quarter of Section 15, Township 18 South, Range 22 East, of the 6th P.M., Miami County, Kansas, all being more particularly described as follows; Beginning at the Southeast corner of said Section 15; thence along the South line of the Southeast Quarter of said Section 15, North 89 degrees 29 minutes 09 seconds West 1359.76 feet; thence North 0 degrees 07 minutes 37 seconds West 1315.29 feet; thence South 89 degrees 43 minutes 11 seconds East 100.02

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feet; thence South 0 degrees 22 minutes 31 seconds East 416.86 feet; thence South 89 degrees 39 minutes 02 seconds East 1253.97 feet, to the East line of said Southeast Quarter; thence along said East line South 00 degrees 22 minutes 31 seconds East 902.52 feet to the point of beginning.

ALSO: 23

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 18 South, Range 22 East, thence South 90 degrees 00 minutes 00 seconds West 759.47 feet, along the North line of said Quarter Section to the true point of beginning; thence South 00 degrees 00 minutes 00 seconds West 326.70 feet, thence South 90 degrees 00 minutes 00 seconds West 400 feet, along a line parallel to the North line of said Quarter Section, thence North 00 degrees 00 minutes 00 seconds East 326.70 feet to a point on the North line of said Quarter Section, thence North 90 degrees 00 minutes 00 seconds East 400.00 feet along the North line of said Quarter Section to the point of beginning, all in Miami County, Kansas.

ALSO: 24

All that part of the North 120 acres of the Northeast Quarter of Section 12, Township 18, Range 22, Miami County, Kansas, more particularly described as follows: Commencing at the center of Section 12, Township 18, Range 22, thence North 0 degrees 26 minutes 44 seconds East, 681.82 feet along the North-South centerline of said Section 12, to the Southwest corner of the North 120 acres of the Northeast Quarter of said Section 12, said point being the true point of beginning; thence North 0 degrees 26 minutes 44 seconds East, 299.88 feet; thence North 89 degrees 49 minutes 40 seconds East 506.32 feet; thence South 26 degrees 46 minutes 47 seconds East 335.75 feet, to a point on the South line of said North 120 acres, thence South 89 degrees 51 minutes 00 seconds West along the South line of said North 120 acres, 660.00 feet to the point of beginning. Containing 4.01 acres, more or less.

ALSO: 24-A

Commencing at the Southwest corner of the Northeast Quarter of Section 12, Township 18 South, Range 22 East; thence North 0 degrees 26 minutes 44 seconds East 681.72 feet, along the West line of said Quarter Section; thence South 89 degrees 06 minutes 13 seconds East 660.00 feet, to the true point of beginning; thence South 89 degrees 06 minutes 13 seconds East 90.95 feet; thence North 0 degrees 26 minutes 44 seconds East 425.00 feet; thence North 89 degrees 06 minutes 13 seconds West 245.95 feet; thence South 36 degrees 15 minutes 07 seconds West 156.00 feet; thence South 88 degrees 48 minutes 39 seconds East 92.57 feet; thence South 26 degrees 47 minutes 56 seconds East 335.75 feet to the point of beginning, containing 2.00 acres, more or less all in Miami County, Kansas.

ALSO: 20

A tract of land located in and being a part of the Northeast Quarter of Section 31, Township 17, Range 23, Miami County, Kansas, more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence South 02 degrees 48 minutes 42 seconds East along the East line of said Quarter Section, a distance of 685.02 feet; thence South 87 degrees 39

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minutes 33 seconds West, parallel with the North line of said Quarter Section, a distance of 40.00 feet, to the point of intersection with the West Right-of-Way line of Lone Star Road, as now established, and the True Point of Beginning; thence continuing South 87 degrees 39 minutes 33 seconds West, a distance of 1187.01 feet to the point of intersection with the Easterly Right-of-Way line of the Union Pacific Railroad, (previously known as the Missouri, Kansas and Texas Railroad); thence North 07 degrees 34 minutes 29 seconds East, along said Railroad Right-of-Way, a distance of 582.28 feet, to the point of intersection with the Southerly Right-of-Way line of 327th Street (formerly known as Old Kansas City Road & US 169), as now established, thence North 87 degrees 39 minutes 29 seconds East, along said Right-of-Way a distance of 260.10 feet; thence North 76 degrees 41 minutes 31 seconds East, along said Right-of-Way, a distance of 131.42 feet, thence North 87 degrees 39 minutes 29 seconds East, along said Right-of-Way, a distance of 228.70 feet, thence North 02 degrees 48 minutes 42 seconds West, along said Right-of-Way, a distance of 35.00 feet, thence North 87 degrees 39 minutes 29 seconds East, along said Right-of-Way, a distance of 423.96 feet, thence South 47 degrees 50 minutes 33 seconds East, along said Right-of-Way, a distance of 56.50 (calculated) 54.05 feet (deed), to the point of intersection with the Westerly Right-of-Way line of said Lone Star Road, thence South 02 degrees 48 minutes 42 seconds East, along said Right-of-Way, a distance of 594.04 feet, to the point of beginning, containing 15.73 acres, more or less.

ALSO: 21

A tract of land located in and being a part of the Northeast Quarter of Section 31, Township 17, Range 23, Miami County, Kansas more particularly described as follows: Commencing at the Northeast Corner of said Quarter Section; thence South 02 degrees 48 minutes 42 seconds East, along the East line of said Quarter Section, a distance of 695.02 feet, (695.07 feet deed); thence South 87 degrees 39 minutes 33 seconds West, parallel with the North line of said Quarter Section, a distance of 40.00 feet, to the point of intersection with the West Right-of-Way line of Lone Star Road, as now established, and the True Point of Beginning; thence South 02 degrees 48 minutes 42 seconds East, along said Right-of-Way and parallel with the East line of said Quarter Section, a distance of 1062.55 feet; thence South 75 degrees 51 minutes 49 seconds West, a distance of 1464.75 feet, to the point of intersection with the Easterly Right-of-Way line of the Union Pacific Railroad (previously known as the Missouri, Kansas and Texas Railroad); thence North 07 degrees 34 minutes 29 seconds East, along said Easterly Right-of-Way, a distance of 1382.59 feet, to a point 695.00 feet South of, as measured at right angles from the North line of said Quarter Section; thence North 87 degrees 39 minutes 33 seconds East, parallel with the North line of said Quarter Section, a distance of 1187.01 feet to the Point of Beginning, excepting that part in public roads.

ALSO: 6

Beginning at the Southeast Corner of the Southeast Quarter of Section 26, Township 17 South, Range 22 East; thence West 1156.00 feet, along the South line of said Quarter Section; thence North 1323.0 feet, along a line parallel with the East line of said Quarter Section; thence East 1156 feet, along a line parallel with the South line of said Quarter Section, to a point on the East line of said Quarter Section; thence South 1323.0 feet, along the East line of said Quarter Section to the Point of beginning.

ALSO: 5

Beginning at a point on the West line of the Southwest Quarter of Section 33, Township 17 South, Range 22 East, said point being 300.0 feet South of the Northwest Corner of said Quarter Section; thence North 45 degrees 00 minutes 00 seconds East, 424.26 feet, to a point on the North line of said Quarter Section; thence East 400.0 feet, along the North line of said Quarter Section; thence North 2000.0 feet; thence West 700.0 feet, to a point on the East line of the Northeast Quarter of Section 32, Township 17 South, Range 22 East; thence North 01 degrees 40 minutes 05 seconds West, along the East line of said Quarter Section, to a point 30.0 feet South of the Northeast Corner of said Quarter Section; thence South 89 degrees 56 minutes 05 seconds West, 2634.37 feet, along a line parallel with the North line of said Quarter Section, to a point 30.0 South of the Northwest Corner of said Quarter Section; thence South 01 degrees 08 minutes 06 seconds West, 2630.98 feet, along the West line of said Quarter Section, to the Southwest Corner of said Quarter Section; thence North 89 degrees 45 minutes 07 seconds East 525.0 feet, along the South line of said Quarter Section; thence South, 1320.0 feet, to the North line of the Southwest Quarter of the Southeast Quarter of said Quarter Section 32; thence East, 770.0 feet, along said line; thence South, along a line parallel with the East line of said Quarter Section, a distance of 371.25 feet, to the North bank of the Marais Des Cygnes River; thence Southeasterly following the North bank of the Marais Des Cygnes River, to a point 1119.05 feet South of the North line and 733.0 feet West of the East line of the Southeast Quarter of said Quarter Section; thence North parallel with the East line of said Quarter Section 1119.05 feet; thence East, along the North line of the Southeast Quarter of said Quarter Section 673.0 feet, to a point 60.0 feet West of the East line of said Quarter Section; thence South 1320.0 feet along a line parallel with the East line of said Quarter Section, to a point on the South line of said Quarter Section; thence East 60 feet, along the South line of said Quarter Section, to the Southeast Corner of said Quarter Section; thence North along the East line of said Quarter Section, to the point of beginning.

ALSO:

Beginning at a point 1189.0 feet East and 30.00 feet North of the center of said Section 9, said point being on the North right of way line of John Brown Highway in the City of Osawatomie, Kansas, thence North 240.00 feet, thence East 140.00 feet and parallel to the South line of said Quarter Section, thence South 240.00 feet and parallel to the West line of said Quarter Section to a point on said North right of way line of John Brown Highway, thence West 140.00 feet and along said North right of way line to the point of beginning.

ALSO:

That part of Section 09, Township 18, Range 22, Beginning 1000 feet east and 40 feet north of the Southwest corner of said Section, thence North 192.78 feet, thence Northerly 387.4 feet, thence Northeast 278.6 feet, thence South 513.6 feet, thence West 131.1 feet, thence South 37.2 feet, thence West 100.4 feet, thence South 193 feet, thence West 89.1 feet, to the Point of Beginning, in Osawatomie, Miami County, Kansas.

ALSO:

Exhibit A to Resolution 1184

Parcel 1:

(a) A tract of land in the Southeast Quarter of Section 29, Township 17 South, Range 23 East of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 02 degrees 32 minutes 47 seconds West, 171.505 meters (562.68 feet) along the West line of said Quarter Section; SECOND COURSE, thence South 35 degrees 49 minutes 43 seconds East, 81.237 meters (266.53 feet); THIRD COURSE, thence South 14 degrees 56 minutes 53 seconds West, 108.748 meters (356.78 feet) to the South line of said Quarter Section; FOURTH COURSE, thence South 88 degrees 03 minutes 31 seconds West, 11.890 meters (39.01 feet) along said South line to the point of beginning. The above tract contains 0.444 hectares (1.10 acres), more or less.

AND

(d) A tract of land in the Southwest Quarter of Section 29, Township 17 South, Range 23 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 86 degrees 49 minutes 46 seconds West, 199.579 meters (654.79 feet) along the South line of said Quarter Section; SECOND COURSE, thence North 06 degrees 23 minutes 02 seconds East, 29.494 meters (96.77 feet); THIRD COURSE, thence North 41 degrees 54 minutes 52 seconds East, 247.978 meters (813.58 feet) to a point on Northerly right of way line of the existing right of way as described in Tract 4 in District Court Case No. 18393 in the District Court of County, Kansas; FOURTH COURSE, thence South 35 degrees 49 minutes 43 seconds East, 38.814 meters (127.34 feet) to the East line of said Quarter Section; FIFTH COURSE, thence South 02 degrees 32 minutes 47 seconds East, 171.505 meters (562.68 feet) along said East line to the point of beginning. The above described tract contains 2.433 hectares (6.01 acres), more or less.

ALSO

Parcel 2:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST OF THE SIXTH P.M., FIRST COURSE, THENCE NORTH 879.6 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION (ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES); SECOND COURSE, THENCE EASTERLY TO A POINT 880.8 FEET NORTH AND 121.2 FEET EAST OF SAID SOUTHWEST CORNER, SAID POINT BEING ON THE EXISTING EAST RIGHT OF WAY OF U.S. HIGHWAY 169 SPUR, THE PLACE OF BEGINNING; THIRD COURSE, THENCE EASTERLY 857 FEET TO A POINT 889.5 FEET NORTH AND 972.5 FEET EAST OF SAID SOUTHWEST CORNER, SAID POINT BEING ON THE WEST RIGHT OF WAY OF U.S. HIGHWAY 169 (MAIN ROAD); FOURTH COURSE, THENCE SOUTHWESTERLY 670.5 FEET ALONG THE SAID WEST RIGHT OF WAY OF U.S. HIGHWAY 169 (MAIN ROAD) TO A POINT 509.6 FEET NORTH AND 419.6 FEET EAST OF SAID SOUTHWEST CORNER, FIFTH COURSE, THENCE SOUTHWESTERLY 11.4 FEET ALONG THE WEST RIGHT OF WAY OF U.S. HIGHWAY 169 (MAIN ROAD) TO A POINT 504.0 FEET NORTH AND 409.7 FEET EAST OF SAID SOUTHWEST CORNER, SIXTH COURSE, THENCE SOUTHWESTERLY 91.1 FEET ALONG THE WEST RIGHT OF WAY U.S. HIGHWAY 169 (MAIN ROAD) TO A POINT 474.6 FEET NORTH 310.8 FEET EAST OF SAID SOUTHWEST

CORNER, SAID POINT BEING THE INTERSECTION WITH THE EAST RIGHT OF WAY U.S. HIGHWAY 169 SPUR ROAD, SEVENTH COURSE, THENCE ON A CURVE OF 1055.92 FEET RADIUS TO THE RIGHT AN ARC DISTANCE OF 473.5 FEET, SUBJECT TO RIGHT OF ACCESS TO THE HIGHWAY OVER AND ACROSS THE FOLLOWING DESCRIBED COURSE, BEGINNING AT THE BEGINNING POINT OF SAID DESCRIBED TRACT AND EXTENDING SOUTHEASTERLY 179.2 FEET ALONG THE SEVENTH COURSE.

EXCEPT

All that part of the Southwest Quarter of Section 1, Township 18, Range 22, Miami County, Kansas described as follows: All of the West Half of the Southwest Quarter of said Section 1, lying West of the Westerly right-of-way line of U.S. 169 Highway as now established, and all of the East Half of the Southwest Quarter of said Section 1, lying West of the Westerly right-of-way line of U.S. Highway 169 and South of the Southerly right-of-way line of West 339th Street as now established. Excepting the following:

Bk. 2018 Pg. 2370

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Osawatomie, County of Miami, State of Kansas.

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 1, Township 18 South, Range 22 East of the Sixth Principal Meridian, being more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 1, Township 18 South, Range 22 East of the Sixth Principal Meridian; thence South 01 degrees 43 minutes 24 seconds East for a distance of 229.70 feet, deed and measured, along the West line of the Northeast Quarter of said Quarter Section to the true point of beginning, said point being on the right of way line of Highway 169; thence South 78 degrees 05 minutes 00 seconds East for a distance of 284.50 feet, deed and measured, along said Highway right of way; thence South 57 degrees 38 minutes East for a distance of 509.5 feet, by deed, South 57 degrees 23 minutes 21 seconds East for a distance of 509.24 feet, measured, along said right of way; thence South 23 degrees 16 minutes West, by deed South 23 degrees 24 minutes 45 seconds West for a distance of 825.79 feet, measured, along said right of way to a point on the South line of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 30 minutes 17 seconds West for a distance of 346.30 feet, deed and measured, along said South line to the Southwest corner of the Northeast Quarter of said Quarter Section; thence North 01 degrees 43 minutes 24 seconds West for a distance of 1094.48 feet along the West line of the Northeast Quarter of said Quarter Section to the true point of beginning, in Miami County, Kansas, EXCEPT:

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 1, Township 18 South, Range 22 East of the 6th P.M., described as follows: Commencing at the Southwest corner of said Northeast Quarter of said Southwest Quarter Section, thence on an assumed bearing of North 89 degrees 19 minutes 16 seconds East, 105.552 meters (346.30 feet) along the South line of said Northeast Quarter to the Westerly right of way line of the existing highway and the point of beginning, First Course, thence North 23 degrees 14 minutes 54 seconds East, 251.640 meters (825.59 feet) along said right of way line, Second Course, thence North 57 degrees 39 minutes 06 seconds West, 14.875 meters (48.80 feet) along said right of way line, Third Course, thence South 17 degrees 08 minutes 24 seconds West, 100.742 meters (330.52 feet), Fourth Course, thence South 27

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degrees 35 minutes 54 seconds West, 106.972 meters (350.96 feet); Fifth Course, thence South 08 degrees 52 minutes 42 seconds West, 48.682 meters (159.72 feet) to the point of beginning. Note: Being Parcel No. 171-01-0-30-01-001.000, of the City of Osawatomie, County of Miami.

Bk. 2017 Pg. 1241

A tract of land described in Section 1, Township 18 South, Range 22 East of the 6th P.M., Miami County, Kansas, Being all the land described in the instrument recorded in Book 511, Page 24-25 in the Office of the Register of Deeds in and for said Miami County, Kansas and described verbatim as follows:

(u) A tract of land in the Southeast Quarter of the East Half of the Southwest Quarter of Section 1, Township 18 South, Range 22 East of the 6th P.M., described as follows: COMMENCING at the Northwest corner of said Southeast Quarter; thence on an assumed bearing of South 01 degrees 54 minutes 25 seconds East, 24.844 meters (81.51 feet) along the West line of said Southeast Quarter to the POINT OF BEGINNING; FIRST COURSE, thence South 19 degrees 54 minutes 25 seconds East, 99.075 meters (325.05 feet); SECOND COURSE, thence South 20 degrees 20 minutes 55 seconds East, 55.255 meters (181.28 feet) to the Westerly right of way line of the proposed highway; THIRD COURSE, thence South 54 degrees 57 minutes 04 seconds West, 47.073 meters (154.44 feet) along said right of way line; FOURTH COURSE, thence South 14 degrees 47 minutes 25 seconds West, 30.209 meters (99.11 feet) along said right of way line to the West line of said Southeast Quarter; FIFTH COURSE, thence North 01 degrees 54 minutes 25 seconds West, 201.314 meters (660.48 feet) along said West line to the point of beginning. The above described tract contains 0.436 hectare (1.08 acre), more or less. Subject to county road rights of way.



ACTION ITEM SUMMARY	Item Number:	10.B.
Resolution 1185	Date:	November 1, 2023
City Manager	From:	Bret Glendening

RE: Resolution Authorizing the Purchase of 7.5MVA transformer from the City of Garden City, KS

RECOMMENDATION: Approve Resolution 1185

DETAILS: As you're all aware, we had a critical failure of the transformer at the power plant substation on October 24. Garden City happened to have the transformer we needed. Garden City's City Commission voted on November 7th to sell the transformer to the City of Osawatomie.

This transformer will serve us as we finish our conversion work to move the 4 circuits currently served by the 4160/2400 voltage coming out of the power plant substation and ultimately decommission that substation.

RESOLUTION NO. 1185

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TRANSFORMER FOR THE OSAWATOMIE ELECTRIC UTILITY**

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

WHEREAS, the City of Garden City, Kansas approved the sale of a large power transformer (7.5MVA, 34.5kV / 4160/2400kV / 12470/7200kV) to the City of Osawatomie; and

WHEREAS, the city needs this transformer in order to complete the conversion of the electric distribution system in Osawatomie from 4160/2400 kV to 12470/7200 kV; and

WHEREAS, this transformer is currently installed and operating at the power plant substation.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, hereby approves the purchase of the large transformer in the amount of \$150,000 from Garden City, Kansas and authorizes the Mayor to execute any documents necessary to complete the purchase.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 9th day of November, 2023, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

Tammy Seamands, City Clerk

EQUIPMENT TRANSFER AGREEMENT

THIS EQUIPMENT TRANSFER AGREEMENT ("Agreement") is made and entered into the _____ day of _____, 20____, by and between the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation ("CITY"), and the CITY OF OSAWATOMIE, KANSAS, a Kansas municipal corporation ("RECIPIENT"), together collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, CITY is a city of the first class situated in Finney County, Kansas and is the owner of a transformer that is a 7.5 MVA with a primary voltage of 34.5 KV and a dual secondary voltage of 2400/4160 and 7200/ 12470 KV which has been possessed, maintained, and utilized in different situations in the past, but due to continued load growth in the electrical system, this transformer is too small to be utilized as a backup; and

WHEREAS, CITY desires to sell such transformer to RECIPIENT subject to the terms and conditions of this Agreement, including, but not limited to, the conditions on use, limitation of liability, waiver and release of liability, and indemnification provisions; and

WHEREAS, RECIPIENT desires to accept subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual promises, covenants, and benefits hereinafter set out, the Parties agree as follows:

1. **SUBJECT MATTER.** The subject matter of this Agreement is a transformer that is a 7.5 MVA with a primary voltage of 34.5 KV and a dual secondary voltage of 2400/4160 and 7200/ 12470 KV that is in a used condition and that have been possessed, maintained, and used in CITY's electric system ("Equipment").

2. **TRANSFER OF TITLE.** CITY shall transfer the Equipment to RECIPIENT and such transfer shall convey all ownership, rights, title, and interest in the Equipment to RECIPIENT, subject to the terms and conditions of this Agreement. RECIPIENT shall determine the disposition of the Equipment pursuant to Paragraph 3 herein.

3. **COMPENSATION.** RECIPIENT shall compensate CITY in the amount of One Hundred Fifty Thousand Dollars (\$150,000) for the Equipment.

4. **INHERENTLY DANGEROUS.** RECIPIENT acknowledges and agrees that the Equipment has the potential to result in serious injury or death and that the Equipment should only be used by those individuals who are trained to safely operate the Equipment based on safety precautions, including, but not limited to, the instructions and guidelines of the manufacturer.

5. **WARRANTY DISCLAIMER.** The Equipment is transferred "AS IS" with all faults. CITY makes no warranty whatsoever, express or implied, with respect to the Equipment, including, but not limited to, any warranty of condition, quality, or suitability, warranty of merchantability, warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

6. **LIMITATION OF LIABILITY.** In no event shall CITY be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or in connection with the Equipment, the transfer of the Equipment, or any breach of this Agreement, regardless of: (a) whether such damages were foreseeable; (b) whether or not CITY was advised of the possibility of such damages; (c) the legal or equitable theory upon which the claim is based, such as contract, tort, or otherwise; and (d) the failure of any agreed or other remedy of its essential purpose.

7. **WAIVER AND RELEASE OF LIABILITY.** RECIPIENT itself, and any of its elected officials, employees, officers, directors, board members, trustees, agents, and contractors hereby releases, waives, and forever discharges CITY and its elected officials, employees, officers, directors, agents, and contractors from any and all demands, claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, and damages, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or in equity, arising out of, in relation to, or in connection with any acts or omissions of CITY, or any its elected officials, employees, officers, directors, agents, or contractors, including, but not limited to, any negligent acts or omissions thereof, in relation to the Equipment or this Agreement, causing or alleged to have caused any damage to any property or any injury, illness, harm, or death of any person. The provisions of this paragraph shall not apply to any gross negligence or willful conduct by CITY or by any of its elected officials, employees, officers, directors, agents, or contractors. The provisions of this paragraph shall apply, to the fullest extent permitted by law, to any property of RECIPIENT, to any property of its elected officials, employees, officers, directors, board members, trustees, agents, and contractors, and to any injury, illness, harm, or death of the same. Nothing herein shall limit any immunity or rights of CITY under the Kansas Torts Claims Act.

8. **INDEMNIFICATION.** RECIPIENT shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, and contractors from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts which CITY, or any of its elected officials, employees, officers, directors, agents, or contractors are or may become obligated to pay on account of any and all demands, claims, liabilities, or losses directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of RECIPIENT, or any of its elected officials, employees, officers, directors, board members, trustees, agents, or contractors, in relation to the Equipment or this Agreement, whether such demands, claims, liabilities, or losses are for damages to property, including the property of RECIPIENT, or for injury, illness, harm, or death of any person, including, but not limited to, any elected official, employee, officer, director, board member, trustee, agent, or contractor of RECIPIENT.

9. **GENERAL COVENANTS.**

- (a) **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (b) **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The parties hereto consent and agree to the exclusive jurisdiction of the State Courts sitting in Finney County, Kansas for all purposes.
- (c) **ATTORNEY FEES.** In the event of any litigation to interpret or enforce the provisions of this Agreement, including any appeal, and in the event that CITY is a prevailing party, CITY shall be entitled to reasonable attorney fees and costs of litigation, including, but not limited to, any expert witness fees.
- (d) **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of RECIPIENT shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- (e) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.

- (f) **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, and their respective successors.
- (g) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and RECIPIENT as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement.
- (h) **SEVERABILITY.** If any provision of this Agreement is held unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.
- (i) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions contained in Paragraphs 4 through 8 herein.
- (j) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.
- (k) **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- (l) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

10. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date set forth in the preamble above.

11. **AUTHORITY OF CITY.** CITY hereby represents and warrants that, to the best of its collective knowledge and belief, it has full constitutional and lawful right, power, and authority, under current law, if applicable, to execute, deliver, and perform the terms and obligations of this Agreement. CITY further represents and warrants that this Agreement constitutes the legal, valid, and binding obligation of CITY, enforceable in accordance with its terms.

12. **AUTHORITY OF RECIPIENT.** RECIPIENT hereby represents and warrants it has full constitutional and lawful right, power, and authority, under current law, if applicable, to execute, deliver, and perform the terms and obligations of this Agreement. RECIPIENT further represents and warrants that this Agreement constitutes the legal, valid, and binding obligation of RECIPIENT, enforceable in accordance with its terms.

13. **REPRESENTATIVE CAPACITY FOR RECIPIENT.** The undersigned person executing this Agreement for RECIPIENT represents and warrants that such person is executing this Agreement in the person's capacity as an employee or agent of RECIPIENT, that such person is authorized by RECIPIENT to execute this Agreement on behalf of RECIPIENT, and that such person is authorized by RECIPIENT to bind RECIPIENT to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Deborah Oyler, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

CITY OF OSAWATOMIE, KANSAS

Date

By _____
Nick Hampson, Mayor

ATTEST:

Tammy Seamands, City Clerk



Monthly Permit Report

October, 2023

Total Construction Value

\$12,607,801.08

+\$9,585,048.00 (10/23)

Total Permit Fees

\$81,381.15

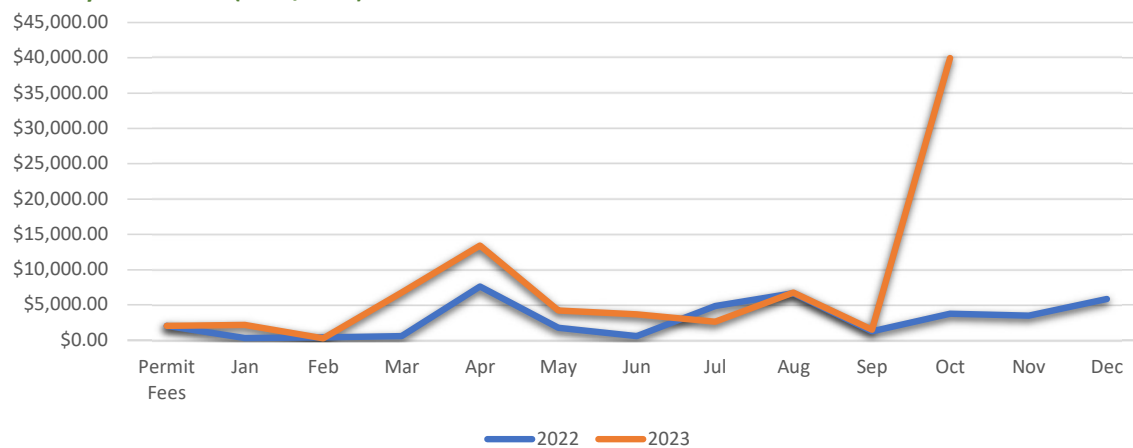
+\$39,971.15 (10/23)

Total Permits

247

+30 (10/23)

Monthly Permit Fees (2022/2023)



New Construction Homes

4

+1 (10/23)

Residential Demo Permits

7

+1 (10/23)

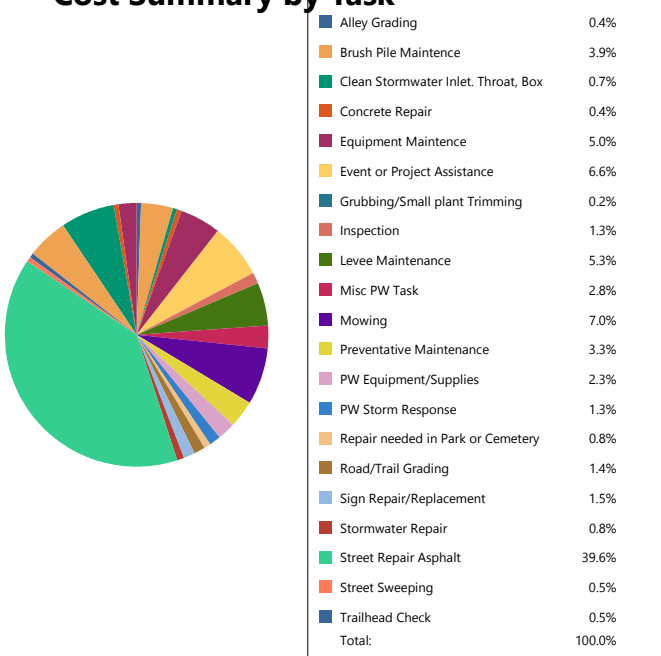
Osawatomie KS

Cost Summary By Task

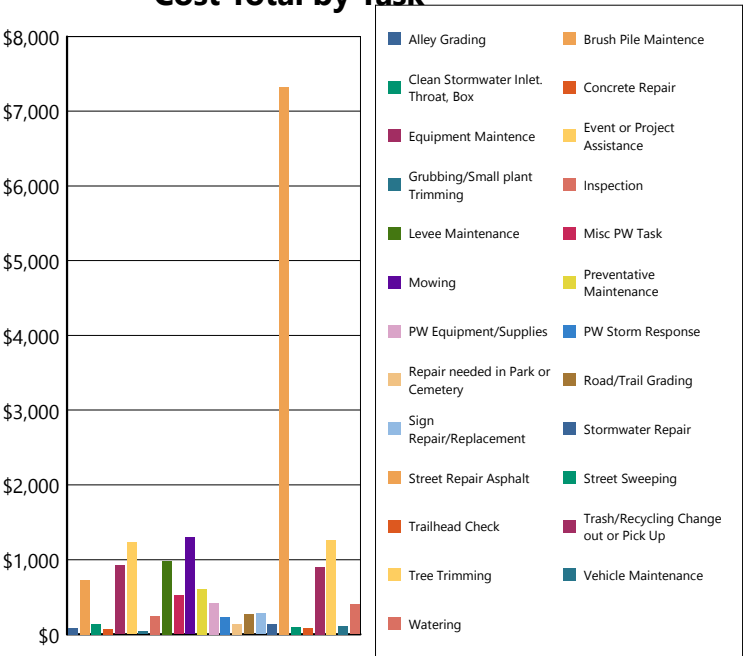
Reporting Dates October 2023

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Total Cost
Alley Grading	1	1.00	\$27.96	\$43.46	\$10.22	\$0.00	\$81.64
Brush Pile Maintenance	6	11.00	\$290.20	\$433.12	\$0.00	\$0.00	\$723.32
Clean Stormwater Inlet. Throat, Box	1	2.00	\$50.96	\$86.92	\$0.00	\$0.00	\$137.88
Concrete Repair	1	1.00	\$27.96	\$43.46	\$0.00	\$0.00	\$71.42
Equipment Maintenance	10	28.00	\$676.92	\$244.87	\$0.00	\$0.00	\$921.79
Event or Project Assistance	9	26.75	\$700.67	\$528.53	\$0.00	\$0.00	\$1,229.19
Grubbing/Small plant Trimming	1	1.00	\$25.48	\$12.20	\$0.00	\$0.00	\$37.68
Inspection	3	4.00	\$109.36	\$133.28	\$0.00	\$0.00	\$242.64
Levee Maintenance	3	12.00	\$229.20	\$751.15	\$0.00	\$0.00	\$980.35
Misc PW Task	7	15.00	\$302.02	\$215.24	\$0.00	\$0.00	\$517.26
Mowing	12	37.00	\$802.40	\$495.57	\$0.00	\$0.00	\$1,297.97
Preventative Maintenance	7	20.00	\$534.40	\$67.92	\$0.00	\$0.00	\$602.32
PW Equipment/Supplies	4	7.00	\$173.04	\$247.78	\$0.00	\$0.00	\$420.82
PW Storm Response	2	3.00	\$70.06	\$161.47	\$0.00	\$0.00	\$231.53
Repair needed in Park or Cemetery	2	2.00	\$50.96	\$91.88	\$0.00	\$0.00	\$142.84
Road/Trail Grading	2	4.00	\$101.92	\$162.88	\$0.00	\$0.00	\$264.80
Sign Repair/Replacement	1	2.00	\$55.92	\$83.82	\$138.76	\$0.00	\$278.50
Stormwater Repair	1	2.00	\$55.92	\$86.92	\$0.00	\$0.00	\$142.84
Street Repair Asphalt	7	72.00	\$1,790.40	\$4,950.82	\$580.00	\$0.00	\$7,321.22
Street Sweeping	1	1.00	\$27.96	\$69.24	\$0.00	\$0.00	\$97.20
Trailhead Check	2	2.00	\$50.96	\$33.96	\$0.00	\$0.00	\$84.92
Trash/Recycling Change out or Pick Up	13	21.00	\$496.08	\$406.38	\$0.00	\$0.00	\$902.46
Tree Trimming	5	12.00	\$308.92	\$949.08	\$0.00	\$0.00	\$1,258.00
Vehicle Maintenance	2	4.00	\$111.84	\$0.00	\$0.00	\$0.00	\$111.84
Watering	6	11.00	\$280.28	\$120.24	\$0.00	\$0.00	\$400.52
Tasks:	25	109	301.75	\$10,420.18	\$728.98	\$0.00	\$18,500.94
			\$7,351.79				

Cost Summary by Task



Cost Total by Task



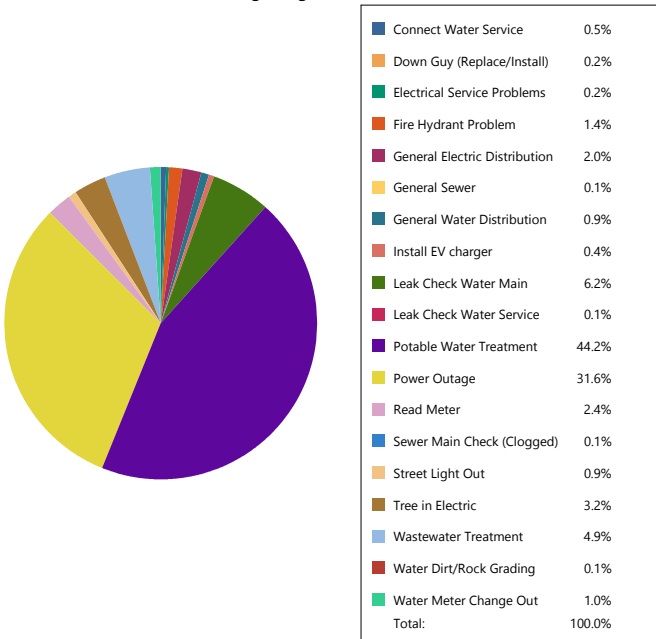
Osawatomie KS

Cost Summary By Task

Reporting Dates October 2023

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Total Cost
Connect Water Service	1	4.00	\$88.28	\$320.00	\$270.66	\$0.00	\$678.94
Down Guy (Replace/Install)	1	3.00	\$78.86	\$60.00	\$91.65	\$0.00	\$230.51
Electrical Service Problems	1	4.00	\$112.66	\$100.00	\$16.29	\$0.00	\$228.95
Fire Hydrant Problem	3	18.00	\$397.26	\$1,720.00	\$0.00	\$0.00	\$2,117.26
General Electric Distribution	10	54.00	\$1,500.20	\$1,130.00	\$313.30	\$0.00	\$2,943.50
General Sewer	1	5.00	\$105.00	\$0.00	\$0.00	\$0.00	\$105.00
General Water Distribution	8	32.00	\$707.31	\$604.30	\$0.00	\$0.00	\$1,311.61
Install EV charger	1	6.00	\$159.44	\$200.00	\$249.80	\$0.00	\$609.24
Leak Check Water Main	10	97.00	\$2,685.00	\$4,336.96	\$2,164.71	\$0.00	\$9,186.67
Leak Check Water Service	1	4.00	\$88.28	\$70.00	\$12.45	\$0.00	\$170.73
Potable Water Treatment	35	919.25	\$21,827.00	\$0.00	\$44,224.69	\$0.00	\$66,051.69
Power Outage	12	300.00	\$8,094.62	\$10,487.18	\$7,729.04	\$20,912.45	\$47,223.29
Read Meter	24	80.00	\$1,908.80	\$1,642.00	\$0.00	\$0.00	\$3,550.80
Sewer Main Check (Clogged)	1	2.00	\$44.14	\$70.00	\$0.00	\$0.00	\$114.14
Street Light Out	4	19.50	\$547.72	\$497.50	\$226.40	\$0.00	\$1,271.62
Tree in Electric	6	70.00	\$1,906.80	\$2,818.20	\$0.00	\$0.00	\$4,725.00
Wastewater Treatment	33	290.00	\$7,277.82	\$0.00	\$0.00	\$0.00	\$7,277.82
Water Dirt/Rock Grading	1	2.00	\$44.14	\$37.00	\$0.00	\$0.00	\$81.14
Water Meter Change Out	1	6.00	\$132.42	\$105.00	\$1,246.50	\$0.00	\$1,483.92
Tasks:	19	154	1,915.75	\$24,198.14	\$56,545.49	\$20,912.45	\$149,361.83
			\$47,705.75				

Cost Summary by Task



Cost Total by Task

