

OSAGE CITY COUNCIL

Regular Meeting

March 11, 2025

7:00 p.m.

City Council Chambers – 221 S. 5th- Osage City, Ks

To join the meeting from your computer, tablet, or smartphone:

<https://tinyurl.com/33jwjbu5>

Meeting ID:

Passcode:

Dial in by phone: 1-872-215-6905

Phone Conference ID:

I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors

II. Consent Agenda

1. Approval of February 25, 2025 Regular Meeting Minutes
2. Approval of Resolution No. 1132 for controlled burn in Osage City between the dates of March 12, 2025 through May 31, 2025

III. Business Before the Council

1. Presentation of the KCAMP Proposal (Information/Potential Action)-David Luke, KCAMP Administrator/CEO
2. Sewer Change Order No. 1 (Action Required)—Waldo Margheim, Burns & McDonnell PEC
3. Approval of the Department of Commerce Grant Agreement No. 24-PF-015 for the Community Development Block Grant (CDBG) for the Osage City's Public Library's improvements (Action Required)—Katie Hodge, City Manager
4. Approval of Backhoe Repairs (Action Required)—Dale Schwieger, Utilities Director
5. CAT Engines discussion (Information)—Katie Hodge, City Manager

IV. Adjournment

Next Ordinance # 1696

Next Resolution # 1132

Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
February 25, 2025

ROLL CALL: Now on this 25th day of February 2025, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City. The following members being present and participating to wit: Mayor: Brian Stromgren. Council Members: Kathy Ayers, Shirley Bausman, Mike Handly, Mike Gilliland, Susan Smith, Jeff Tice, Cathryn Houghton and Jeanette Swarts. City Staff present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Dale Schwieger, Utilities Director; and Sadie Boos, City Treasurer; Amy Woodward, City Clerk; Gary Thompson, Parks & Facilities Superintendent; Donnie Bailey, Incoming Parks & Facilities Superintendent. Others Present: David Luke & Maura Chambers, KCAMP Representatives; Brett Wagoner of Governmental Assistance Services; Dalen Kistner, Brock Burton & Kendall Brock of All American Fencing.

APPROVAL OF THE AGENDA:

Motion by Bausman, second by Ayers to approve the agenda. The motion was declared carried (8-0).

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of January 28, 2025 Regular Meeting Minutes

Motion by Smith, second by Gilliland to approve the consent agenda. The motion was declared carried (8-0).

BUSINESS BEFORE THE COUNCIL:

1. **Review Mowing/Landscaping Bids (Action Required)-Gary Thompson/Donnie Bailey, Parks & Facilities Superintendent & Sadie Boos, City Treasurer**

Incoming Parks & Facilities Superintendent Donnie Bailey presented bids for the mowing contract for the American and Union cemeteries. Three bids were presented:

- Dalen Kistner bid \$30,000 a year for three years
- All American Fencing bid \$29,000 a year for three years
- Pankaskie Co LLC bid \$32,000 a year for three years

Motion by Gilliland, second by Handly, to approve All American Fencing's bid for 3 years for \$29,000. The motion was declared carried (8-0)

Bailey presented bids for mowing and landscaping of the Flint Hills Walking Trail. One bid with two options was provided by Hallgren Lawn and Landscape:

- The first option is to use mulch for the planted beds. The cost would be \$13,515 for the first year, \$6,500 for the second year and \$12,000 for the third year. (Total \$32,015)
- The second option is to use rock in place of mulch. The cost would be \$25,448 for the first year, \$3,500 for the second year and third year. (Total: \$32,448)

Motion by Houghton, second by Tice, to approve Hallgren Lawn & Landscape's option no. 2 bid for three years in an amount not to exceed \$32,448.00. The motion was declared carried (8-0).

Bailey presented bids for mowing the airport, S. 9th Street Cemetery, and the South end of the City Lake. Four bids were presented:

- Dalen Kistner bid \$6,300 for one year
- All American Fencing bid \$20,000 each year for three years
- Pankaskie Co LLC bid \$19,400 each year for three years
- Jordan Keeffe bid \$13,000 for one year

Motion by Gilliland, second by Houghton to approve Dalen Kistner's bid for \$6,300 for one year. The motion was declared carried (8-0).

2. Governmental Assistance Services contract for KDHE Administrative Support (Action Required)-Brett Wagoner, Grant Specialist/ Governmental Assistance Services

Brett Wagoner of Governmental Assistance Services presented the duties his firm would be completing for sewer project C20 1677 01 contracted with Infrastructure Solutions. Duties would include tracking payrolls and other KDHE admin duties.

Motion made by Smith, second by Gilliland, approve the contract with Governmental Assistance Services to provide KDHE administrative support for the current sewer project C20 1677 01 in an amount not to exceed \$35,000. The motion was declared carried (8-0).

3. KCAMP Insurance Presentation (Information Only)-David Luke, KCAMP Administrator/CEO

Information only – David Luke & Maura Chambers of KCAMP presented to City Council the benefits of joining the insurance pooling program through their company. The top three benefits noted were:

- Rate Stability

- Access to additional free or deeply discounted resources for City personnel
- The tailored product offerings available

4. KMEA Board of Directors (Action Required)-Dale Schwieger, Utilities Director

Utilities Director, Dale Schwieger, provided background information regarding the KMEA Board delegates and the reasoning for the proposed changes for board delegate positions.

Motion made by Swarts, second by Tice to appoint Dale Schwieger to be Director No. 1 for the KMEA Board of Directors. The motion was declared carried (8-0).

Motion made by Ayers, second by Tice to appoint Craig Croucher to be Director No. 2 for the KMEA Board of Directors. The motion was declared carried (8-0).

ADJOURNMENT: *At the request of Council Member Houghton and on her motion, seconded by Council Member Tice and carried unanimously, the meeting adjourned.*

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk

Resolution No. 1132

WHEREAS, the City of Osage City, Kansas has determined that the prevention of fires and the establishment of conditions and parameters for the conduct of a controlled burn are essential to the public safety of the citizens of Osage City; and

WHEREAS, the City of Osage City, Kansas has determined that it is necessary to establish conditions and parameters for the burning of grass, weeds, leaves, small limbs and small branches to limit the potential for conflagration and misuse; and

NOW THEREFORE BE IT RESOLVED, the City of Osage City, Kansas hereby establishes the following:

The City of Osage City will allow the burning of grass, weeds, leaves, small limbs and small branches in waterways, yards, gardens, and fence lines. This practice shall only be permitted between the days of Wednesday, March 12, 2025 through Saturday, May 31, 2025, provided conditions are favorable; the County does not have a burn ban in place; wind speed is less than or equal to 10 MPH; a water hose is securely fastened to an operable water facet and the length of hose available is sufficient to reach the area where the controlled burn is occurring; no fire is left to be unattended; and no burning is to be performed on or intersect the sidewalks, streets or gutters of the City.

Passed and approved this 11th day of March, 2025.

(SEAL)

Brian D. Stromgren, Mayor

ATTEST:

Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
03/11/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Katie Hodge, City Manager	APPROVED FOR AGENDA: BY: KH
ITEM NO. 1		

ITEM:

KCAMP—Kansas County Association Multiline Pool
Presentation by David Luke, KCAMP Administrator/CEO

BACKGROUND:

KCAMP was formed in 1991 as a insurance pooling program that allows public entities to share the cost of risk

Proposal from KCAMP will be presented at the night of our council meeting

FISCAL NOTE:

COUNCIL ACTION:

MOTION:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
03/11/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 2	BY: Katie Hodge, City Manager	BY: KH

ITEM:

2023 Sanitary Sewer Improvements Change Order No. 1 for Project: KWPCRF Project No. C20 1677 01

BACKGROUND:

Description of Changes:

1. Mobilization Cost Increase:

- Due to delays in project approval, labor, equipment, material, and subcontractor costs increased by **\$39,690.17**.

2. Replacement of Manhole L18-3:

- The existing manhole was in poorer condition than expected, requiring a new **4'-0" diameter precast concrete manhole**.
- **Cost increase: \$7,730.00**

3. Removal of Certain Manhole Rehabilitation Items:

- Several items were removed and moved to another project.
- Total **cost decreases**:
 - **\$3,100.00** (Wall/Bench Joint Liner)
 - **\$10,500.00** (Chemical Grout Pipe Seals)
 - **\$3,260.00** (Bench & Trough Repair)
 - **\$5,040.00** (Cementitious Manhole Lining)

4. Owner-Performed Manhole Rehabilitation Items:

- The Owner handled the removal of debris from two manholes.
- Total **cost decreases**:
 - **\$1,900.00** (Manhole M2-14)
 - **\$1,900.00** (Manhole L22-1)

5. Removal of Retaining Wall & Culvert Replacement Allowance:

- The Owner will complete this work separately after Line D installation.
- **Cost decrease: \$15,000.00**

Contract Time Impact:

- **No changes to project completion deadlines** (still 300 calendar days for substantial completion, 330 for final completion).

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
03/11/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Katie Hodge, City Manager	APPROVED FOR AGENDA: BY: KH
ITEM NO. 2		

FISCAL NOTE:

Contract Price Impact:

- **Original Contract Price: \$2,568,852.00**
- **Net Change Order Impact: Increase of \$6,720.17**
- **Revised Contract Price: \$2,575,572.17**

COUNCIL ACTION:

1. Approve Change Order No. 1

MOTION:

I move that we approve the Change Order No. 1 for Project KWPCRF Project No. C20 1677 01 in the amount of \$6.720.17

**Change Order
No. 01**

Contract: 2023 Sanitary Sewer Improvements
Project: KWPCRF Project No. C20 1677 01
Notice-To-Proceed Date: November 26, 2024

BMCD Project No.: 159878

Owner: City of Osage City, Kansas

Date of Issuance: March 11, 2025

Effective Date: March 11, 2025

Contractor: Infrastructure Solutions, LLC.
9801 Renner Boulevard, Suite 300
Lenexa, Kansas 66219-9745

Engineer: Burns & McDonnell

The below noted modification(s) to the 2023 Sanitary Sewer Improvements Contract are directed by OWNER and accepted by CONTRACTOR:

Description of Change Order:

1. Bid Item No. A-1. Mobilization. Bids for the project were opened on February 6, 2024. Due to delays associated with Kansas Department of Health and Environment (KDHE) approval of the State Revolving Fund (SRF) Loan, the Notice to Proceed was not issued until November 26, 2024. The time between Bid opening and issuance of the Notice to Proceed significantly exceeded the time indicated in Articles 4.01, B., 5.03, A., and 6 of the Instructions to Bidders in the Contract Specifications. As a result of the delay, the Contractor experienced increases in labor, equipment, material, and subcontractor costs in the amount of \$39,690.17; this includes acceptable overhead and profit in accordance with the General Conditions of the Contract Specifications. As a result, add \$39,690.17 to the lump sum cost of this bid item.
2. Bid Item No. D-1. 4'-0" Diameter Manhole – Precast Concrete (0' to 8' depth). During construction of Line C, it was determined that existing Manhole L18-3 was in poorer condition than noted in previous manhole inspections. As a result, at the Owner's request, existing Manhole L18-3 will be replaced. Add 1 4'-0" diameter manhole – precast concrete (0' to 8' depth) L18-3.
3. As directed by the Owner, several Manhole Rehabilitation bid items were removed from this project and incorporated into the East Area Sanitary Sewer Improvements project. As a result, adjust the Bid Item quantities as follows:
 - a. Bid Item No. E-5. Rehabilitate Wall/Bench Joint with Flexible Liner. Delete 1 manhole each of rehabilitate wall/bench joint with flexible liner. The revised estimated quantity for Item No. E-5 is 0 manholes.

- b. Bid Item No. E-6. Chemical Grout Pipe Seals. Delete 4 manholes each of chemical grout pipe seals. The revised estimated quantity for Item No. E-6 is 0 manholes.
 - c. Bid Item No. E-7. Repair Bench and Trough. Delete 2 manholes each of repair bench and trough. The revised estimated quantity for Item No. E-7 is 0 manholes.
 - d. Bid Item No. E-8. Install Cementitious Manhole Lining on Manhole L26-2 Bench. Delete \$5,040.00 from the lump sum cost of cementitious manhole lining. The revised estimated quantity for Item No. E-8 is 0.
4. As directed by the Owner, two Manhole Rehabilitation bid items were performed by the Owner. As a result, adjust the Bid Item quantities as follows:
- a. Bid Item No. E-9. Remove Debris from Manhole M2-14 Interior. Delete \$1,900.00 from the lump sum cost of manhole debris removal. The revised estimated quantity for Item No. E-9 is 0.
 - b. Bid Item No. E-10. Remove Debris from Manhole L22-1 Interior. Delete \$1,900.00 from the lump sum cost of manhole debris removal. The revised estimated quantity for Item No. E-10 is 0.
5. Bid Item No. I-10. Replace Existing Limestone Retaining Wall and Culvert with New Culvert and Wingwalls. An allowance of \$15,000.00 was included to account for replacement of the existing limestone rock retaining wall and culvert structure on Line D with a new precast reinforced concrete box with wing walls (refer to Note 4 on Contract Drawing C010). The Owner has decided to install the new precast reinforced concrete box with wing walls after the Contractor installs Line D. The Contractor will perform rough grading to generally match the existing elevations of the channel (with slightly wider slopes to reduce erosion potential) and install temporary seeding for erosion control. After completion of Line D, the Owner will take responsibility of the area around the channel, including erosion control and traffic control signage. As a result, delete \$15,000.00 from the lump sum cost of this allowance.

Contract Time Affected by Change Order:

	<u>Substantial Completion</u>	<u>Final Completion</u>
Original Contract Time:	300 calendar days	330 calendar days
Add or Deduct this Change Order:	0 calendar days	0 calendar days
Total Add or Deduct:	0 calendar days	0 calendar days
Revised Contract Time:	300 calendar days	330 calendar days

Contract Price Affected by Change Order:

- 1. Increase of \$ 39,690.17

Change Order No. 01

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2.	Increase of	\$ 7,730.00
3.a.	Decrease of	\$ (3,100.00)
3.b.	Decrease of	\$ (10,500.00)
3.c.	Decrease of	\$ (3,260.00)
3.d.	Decrease of	\$ (5,040.00)
4.a.	Decrease of	\$ (1,900.00)
4.b.	Decrease of	\$ (1,900.00)
5.	Decrease of	\$ (15,000.00)

Total Increase in Contract Price this Change Order: \$ 6,720.17

Original Contract Price:	\$ 2,568,852.00
Add or Deduct this Change Order:	\$ 6,720.17
Total Add or Deduct:	\$ 6,720.17

Revised Contract Price: \$ 2,575,572.17

Attachments:

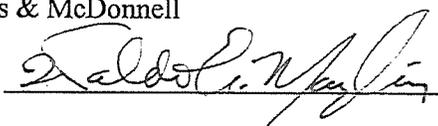
Price change for Item No. 1 included with this Change Order is based on Contractor change order request dated November 5, 2024 (enclosed).

Unit prices as shown on the Bid Form were used to calculate the price changes for Item Nos. 2, 3, 4, and 5.

Agreement:

Recommended:

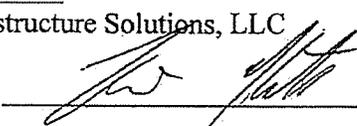
Burns & McDonnell

By: 

Date: 03/06/2025

Approved:

Infrastructure Solutions, LLC

By: 

Date: 3.6.2025

Authorized:

Change Order No. 01

Page 4

City of Osage City, Kansas

By: _____ Date: _____

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto. This Change Order is not in effect unless signed by all parties indicated.



Change Order Request Form

Date: 11.5.2024

9801 Renner Blvd
Lenexa, KS 66219

Change Order Request No. 1

Customer Contact Information		Job Information	
Submitted To:	City of Osage City	Contract Number	C20-167701
Address:	201 South 5th Osage City, KS 66523	Job Name	2023 Sanitary Improvements
Engineer:	Burns and McDonnell	Contact:	Waldo Margheim
Job Location:	Osage City, KS	Email:	wamargheim@burnsmcd.com
		Phone:	913-904-8314

We respectfully submit this "Pricing" to furnish Labor and Equipment for the completion of the following work.

2023 Sanitary Improvements

Item	Description	QTY	Unit	Total
C-1	Labor Wage Increases	1	Lump Sum	\$3,728.45
C-2	Equipment Rate Increases	1	Lump Sum	\$2,549.22
C-3	Concrete Materials Increase	1	Lump Sum	\$7,425.00
C-4	Survey Cost Increase	1	Lump Sum	\$787.50
C-5	Trucking Subcontract Increase	1	Lump Sum	\$21,000.00
C-6	Aggregate Contract Hold Fee	1	Lump Sum	\$4,200.00

Total Price Proposal for Work Above: \$39,690.17

All items bid are tied unless discussed and agreed upon pre-award by an authorized representative of Infrastructure Solutions, LLC.

Conditions and Clarifications:

The above pricing is the implicated construction cost additives that I-Solutions has confirmed for the upcoming Project in Osage City. With the 10-Month delay in construction, we have to increase our Labor rates as the union has increased wages. This also resulted in higher equipment costs as shown on sheet number two. We were able to hold a few subcontractors and vendors to their original quotes, but concrete has to increase considerably due to the Winter Additives required for this project as well as their yearly price increase on materials. Trucking had a small increase that was compounded by the amount of hours anticipated. I-Solutions was able to confirm Aggregate pricing with a 1% penalty on the original PO for pricing.

Exclusions:

I-Solutions reserves the right to increase this amount if our original contract value is altered from the low bid awarded contract of \$2,568,852. This increase will be based solely on pricing lost due to decreased quantities.

Please let us know if you have any questions

Submitted by: Brian Miller
Brian Miller

Date: 11.5.2024



Change Order Request Form

Date: 11.5.2024

9801 Renner Blvd
Lenexa, KS 66219

Change Order Request No. 1

Customer Contact Information

Submitted To: City of Osage City
Address: 201 South 5th
Osage City, KS 66523
Engineer: Burns and McDonnell
Job Location: Osage City, KS

Job Information

Contract Number: C20-167701
Job Name: 2023 Sanitary Improvements
Contact: Waldo Margheim
Email: wamargheim@burnsmcd.com
Phone: 913-904-8314

We respectfully submit this "Pricing" to furnish Labor and Equipment for the completion of the following work.

2023 Sanitary Improvements

SOV Item	Description	QTY	Price	Unit	Total
C-1	Laborer Hours	1778	\$ 0.50	HR	\$977.90
C-1	Operator Hours	2525	\$ 0.50	HR	\$1,388.75
C-1	Foreman Hours	1970	\$ 0.50	HR	\$1,083.50
C-1	Superintendent Hours	506	\$ 0.50	HR	\$278.30
C-2	Excavator Hours	2280	\$ 0.50	HR	\$1,254.00
C-2	Skidsteer Hours	1317	\$ 0.50	HR	\$724.35
C-2	Wheel Loader	971	\$ 0.50	HR	\$534.05
C-2	Excavator Breaker Hours	66.95	\$ 0.50	HR	\$36.82
C-3	Concrete Material Increase	450	\$ 15.00	CY	\$7,425.00
C-4	Survey Increase	1	\$ 750.00	LS	\$787.50
C-5	Trucking Subcontractor Increase	2000	\$ 10.00	Hours	\$21,000.00
C-6	Aggregate Increase	\$ 400,000.00	1%	LS	\$4,200.00

Total Price Proposal for Work Above: \$39,690.17

Please let us know if you have any questions

Submitted by: Brian Miller
Brian Miller

Date: 11.5.2024

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
03/11/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 3	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Department of Commerce Grant Agreement No. 24-PF-015 for the Community Development Block Grant (CDBG)

BACKGROUND:

This agreement is between the State Kansas Department of Commerce and the City of Osage City for a maximum sum of \$650,000 with a participating sum of \$478,352 (provided by the Osage City Public Library Board), bringing the total project cost to an approximate \$1,128,352.

The project includes a building rehabilitation and addition project with a 1,840 SF addition that will include a new community room, 2 new ADA-compliant restrooms, a new kitchenette, and light demolition of existing exterior walls, doors and walkways. Also included will be the relocation of the circulation desk, bookshelves, floor repairs, grading, sidewalks, and other related miscellaneous appurtenances.

FISCAL NOTE:

NONE for the City of Osage City.

COUNCIL ACTION:

1) To approve and execute the agreement for Grant No. 24-PF-015

STAFF RECOMMENDATION:

Approve the agreement

MOTION(s):

1. I move to approve the Grant Agreement No. 24-PF-015 between the City of Osage City and the Department of Commerce for the Osage City Public Library project

STATE OF KANSAS
GRANT AGREEMENT NO. 24-PF-015
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Osage City

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Osage City**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JANUARY 15, 2025**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf> and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 14, 2025**, hereinafter called the "Commencement Date," and shall be complete on **MARCH 13, 2027**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$650,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$478,352** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$650,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.

- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:
 - 1. Determine the need for an environmental review;
 - 2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorical Excluded Statutory Checklist review;
 - 3. Maintain a written documentation of the environmental review determination made for the project;
 - 4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
 - 5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.
- B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and as required under 2 CFR Part 200. Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved budget; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. The only funds that shall be included in this record are:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned on CDBG grant funds shall be remitted to the Department for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 3. Establishment of records of budgets and expenditures for each approved project;
 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 5. Provision of financial status reports in the form specified by the Department;
 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.
- E. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per Department's Procedures:
- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
 - A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
 - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any amount of unobligated grant funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department's property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
 - 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$1,000,000 in a fiscal year, it will be the option of the Department to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXII. Conflict of Interest

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

XXIV. Fair Housing

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints
2. Propose AFFH activities that inform the public and for each year of open CDBG grant

XXV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

XXVI. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of CDBG contribution to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG funds is no longer needed for the original project or program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Change of Use of Real Property

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
 2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

XXVIII. Labor Provisions

- A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7. As such, the Grantee shall comply with all state and federal requirements pursuant to:
1. Prevailing wage rates;
 2. Submittal of payrolls and related reports;
 3. Disputes concerning wage rates and classification of labor;
 4. Contract work hours and safety standards act overtime compensation;
 5. Termination; debarment; subcontractors; and
 6. Evidence of completion.
- B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.
- C. Grantees must ensure all construction contracts more than \$2,000 comply with all applicable federal labor provisions, including:
3. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);
 4. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);
 5. Copeland “Anti-Kickback” Act (47 U.S.C. 276c);
 6. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);
 7. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);
 8. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;
 9. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).
- D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.
- E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

XXIV. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less;
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location, or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Osage City Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 15, 2025**.
2. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
3. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
4. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
5. The Grantee shall adhere to the Build America Buy America Act ("BABA"), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department's Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME: City of Osage City

GRANT NUMBER: 24-PF-015

ACTIVITY	CDEG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility	\$ 650,000	\$ 367,184	City Cash	\$ 1,017,184
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection				\$ -
j. Architectural Services		\$ 76,168	City Cash	\$ 76,168
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 650,000	\$ 443,352	City Cash	\$ 1,093,352
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities		\$ 35,000	City Cash	\$ 35,000
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ -	\$ 35,000	City Cash	\$ 35,000
ALL ACTIVITIES TOTAL	\$ 650,000	\$ 478,352	City Cash	\$ 1,128,352

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature, Title of Contractor

Date

Printed

Name of Company

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
3/11/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Utility Departments	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Repair of John Deere model 310J for water, gas and sewer

BACKGROUND:

During the last snow storm the John Deere back-hoe tractor

To repair the tractor, John Deere only replaces the transmission. With that, the hydraulic system needs service as well, and two items need repairs: the hydraulic hose replacement and a lift cylinder that needs to be rebuilt.

Total cost of the repair is \$33,200.79

FISCAL NOTE:

Repairs would be paid from the water distribution, sewer and gas funds.

COUNCIL ACTION:

- 1) To approve purchase
- 2) To reject purchase
- 3) table for further discussion at a later date.

STAFF RECOMMENDATION:

Repair of the tractor, it only has 1600 hrs. on it and to replace would be 130,000 to 140,000.

MOTION:

I move that we approve the backhoe repairs not to exceed \$37,000

Trucks
 \$ 23,596.82
 Total for all
 \$ 33,200.79

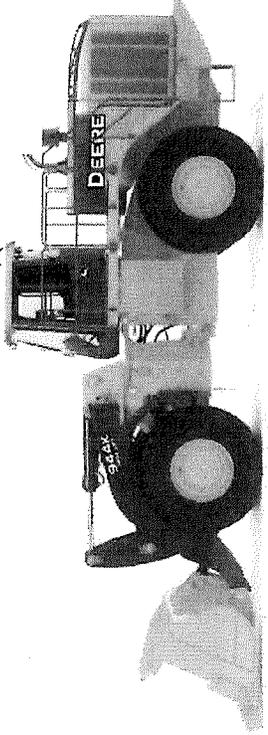
MURPHY

TRACTOR & EQUIPMENT CO.

1621 NW Gage Blvd.
 Topeka, KS 66618
 Phone: (785) 233-0556
 Fax (785) 233-0587



JOHN DEERE



CUSTOMER	DATE	MAKE	MODEL	PRODUCT IDENTIFICATION NUMBER	WORKORDER#																																										
Craig Croucher	2/27/2025	Deere	310J	1T0310JXAA0190720	531123																																										
<table border="1"> <thead> <tr> <th></th> <th>Firm labor</th> <th>Estimated labor</th> <th>Firm parts</th> <th>Estimated parts</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Travel time and diagnosing time already performed</td> <td></td> <td>\$1,500.00</td> <td></td> <td>\$0.00</td> <td>\$1,500.00</td> </tr> <tr> <td>Gold Point Inspection</td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Reman Transmission with warranty plus associated parts</td> <td></td> <td>\$3,680.00</td> <td></td> <td>\$19,741.82</td> <td>\$23,421.82</td> </tr> <tr> <td>Wash machine and clean cab</td> <td></td> <td>\$0.00</td> <td></td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>Hauling Machine to Murphy in Topeka</td> <td></td> <td></td> <td></td> <td>\$425.00</td> <td>\$425.00</td> </tr> <tr> <td>Hauling Machine back to City of Osage - Murphy will Cover</td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td>\$0.00</td> </tr> </tbody> </table>							Firm labor	Estimated labor	Firm parts	Estimated parts	Total	Travel time and diagnosing time already performed		\$1,500.00		\$0.00	\$1,500.00	Gold Point Inspection		\$0.00			\$0.00	Reman Transmission with warranty plus associated parts		\$3,680.00		\$19,741.82	\$23,421.82	Wash machine and clean cab		\$0.00		\$0.00	\$0.00	Hauling Machine to Murphy in Topeka				\$425.00	\$425.00	Hauling Machine back to City of Osage - Murphy will Cover				\$0.00	\$0.00
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Hauling Machine back to City of Osage - Murphy will Cover				\$0.00	\$0.00																																										

44168-32
 Hours 276 Service
 Total for 200.79
 433.79

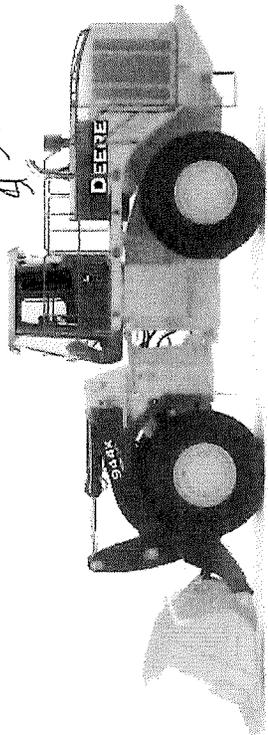
MURPHY

TRACTOR & EQUIPMENT CO.

1621 NW Gage Blvd.
 Topeka, KS 66618
 Phone: (785) 233-0556
 Fax: (785) 233-0587



JOHN DEERE



CUSTOMER	DATE	MAKE	MODEL	PRODUCT IDENTIFICATION NUMBER	WORKORDER#	
Craig Croucher	2/27/2025	Deere	310J	1T0310JXAA0190720	531123	
2000 Hour Service Needed - Hydraulic oil looks dark						
				Estimated labor	Estimated parts	Total
				\$1,035.40	\$1,075.25	\$2,110.65
Replace Rear Valve Body hydraulic hose leaking and reseal boom bucket cylinder						
				\$1,753.50	\$304.17	\$2,057.67
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

PO #: 531123

Account #:

Hydraulic Ram

\$2110.65

*Total for all
\$33,200.79*

Date: Feb 27 2025

Dealer Information

Name: MURPHY TRACTOR & EQUIPMENT

Address: 1621 NW GAGE BLVD
TOPEKA, KS 66618
United States

Phone: 7852330556

Fax:

Contact:

Customer Information

Name: City of Osage 310J

Address:

Phone:

Email:

Contact:

Part No.	Description	PIN	Comment 1	Comment 2	Qty	Unit Price	Price
R26906	Round Cross Section O-Ring	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	2	4.22	8.44
T77857	O-Ring	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	2	2.19	4.38
AH212092	Hydraulic Cylinder Bore Seal Kit	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	52.62	52.62
AH210484	Hydraulic Cylinder Kit	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	94.05	94.05
AT184952	Hydraulic Hose	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	144.68	144.68

Currency:

Subtotal: 304.17

Labor Hours: 10.5

Labor Rate: 167.00

Labor: 1753.50

Shipping Method:

Shipping:

Tax:

Total: 2057.67

Dealer Message:

PO #: 531123

Date: Feb 27 2025

Account #:

Dealer Information	Customer Information
Name: MURPHY TRACTOR & EQUIPMENT	Name: City of Osage City
Address: 1621 NW GAGE BLVD TOPEKA, KS 66618 United States	Address:
Phone: 7852330556	Phone:
Fax:	Email:
Contact:	Contact:

Part No.	Description	PIN	Comment 1	Comment 2	Qty	Unit Price	Price
AT346594	FLUID KIT	1T0310JXAA 0190720	Part Master	Part Master	6	23.18	139.08
TY6354	HY-GARD	1T0310JXAA 0190720	Part Master	Part Master	4	25.97	103.88
TY26675	PLUS-50 II OIL 15W40 CK4/SN	1T0310JXAA 0190720	Part Master	Part Master	5	65.00	325.00
AT332909	Secondary Air Filter Element	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	32.52	32.52
T179504	Air Cleaner Dust Unloader Valve	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	52.30	52.30
RE522878	Final Fuel Filter	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	40.45	40.45
RE509031	Final Fuel Filter	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	32.61	32.61
AT466863	Heavy-Duty Transmissio n Oil Filter	1T0310JXAA 0190720			1	77.57	77.57
AM107314	FUEL FILTER	1T0310JXAA 0190720			1	4.97	4.97
AT332908	FILTER ELEMENT	1T0310JXAA 0190720			1	46.96	46.96
AT184590	AIR FILTER	1T0310JXAA 0190720			1	48.53	48.53

AT191102	AIR FILTER	1T0310JXAA 0190720			1	19.80	19.80
AT101565	Hydraulic Oil Reservoir Breather	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	6.72	6.72
AT308274	Oil Filter	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	71.15	71.15
AT365870	Fuel Filter Element	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	50.69	50.69
RE504836	Engine Oil Filter	1T0310JXAA 0190720	Constructio n And Forestry	310J - BACKHOE, LOADER	1	23.02	23.02

Currency:				Subtotal:	1075.25
Labor Hours:	6.2	Labor Rate:	167	Labor:	1035.40
		Shipping Method:		Shipping:	
				Tax:	
				Total:	2110.65

Dealer Message:

310J, Serial # 1T0310JXAA0190720
2000 Hour Service



Current Bill - Hauling
425.00 +

INVOICE



1000 Collect 1000

1/28/25

Bill to: Murphy Tractor & Equipment Co.
Attn: Accounts Payable
5375 N Deere Rd
Park City KS 67219

Remit to: Capital Trucking, LLC
PO Box 1554
Topeka, KS 66601

accounts payable@murphytractor.com mstambaugh@murphytractor.com ifund@murphytractor.com

Cust #	Invoice #	Invoice Date	Ref	Terms	Due Date
00154	2025-5035	02/26/25	Melanie or Janette	Net 30	03/28/25

Date	CTL Job #	Description	Stock #	PO	Quantity	Unit Price	Total
02/24/25	88523	Haul 310J 1TO310JXAA0190720 from Osage City to Murphy Tractor, Topeka	N/A	3432072	1.00	Flat 425.00	425.00

APR 11 10 11 AM '25
A33520017A

Notes: Questions, contact Cindy Eggers
ceggers@bettlissphalt.com
785-215-8161

Sub-Total	425.00
Sales Tax	TOPSN 9.15%
Total Due	\$ 425.00



PICK UP ORDER SERVICE / REPAIRS

HAULING INVOICE: _____
FREIGHT: _____

PICK UP ADDRESS:

CITY OF OSAGE CITY 418 LORD ST OSAGE CITY, KS 66523

SHIP TO: MTEC #

3-TOPEKA 1621 NW GAGE BLVD. TOPEKA, KS 66618-0587 (800)279-6087
--

PICK UP INFORMATION

DATE	HAUL TYPE	HAUL/FREIGHT LINE	WO NO.	CODE TO	EST. MILEAGE
2/24/25	SHOP PICK UP	CAPITAL TRUCKING	531123	03-40-520-2	MILES

ACCOUNT#	3432072
CUSTOMER	CITY OF OSAGE CITY
BUSINESS	201 S 5TH ST
INFO	OSAGE CITY, KS 66523

88523

REQUEST BY:	JANETTE FUND/SERVICE WRITER
CUSTOMER CONTACT:	CRAIG 785-219-1080

DIRECTIONS/COMMENTS:

MAKE	MODEL	DESCRIPTION	SERIAL NO.	HRS.	ORIG.STK NO
JD	310J	BACKHOE	1T0310JXAA0190720		

MACHINE CONDITION/DAMAGES NOTED**REPAIRS NEEDED / SCHEDULED**

DATE RECEIVED: _____

SHIP FROM: MTEC#

3-TOPEKA 1621 NW GAGE BLVD. TOPEKA, KS 66618-0587 (800)279-6087
--

DELIVERY ADDRESS:

RETURN ORDER SERVICE COMPLETED

HAULING INVOICE	_____
FREIGHT	_____
REQUEST BY:	_____

RETURN INFORMATION

DATE	HAUL TYPE	HAUL/FREIGHT LINE	WO NO.	CODE TO	EST. MILEAGE
	SHOP RETURN			03-40-520-2	MILES

MAKE	MODEL	DESCRIPTION	SERIAL NO.	HRS.	STOCK NO.

MACHINE CONDITION/DAMAGES NOTED**DIRECTIONS/COMMENTS:**

CUSTOMER CONTACT: _____

DATE RETURNED: _____

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
03/11/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 5	BY: Katie Hodge, City Manager Sadie Boos, City Treasurer	BY: KH

ITEM:

CAT Engine Bond Payment Discussion

BACKGROUND:

The City of Osage City has approved the purchase of two CAT Engines for the Power Plant. We are in the financing phase of this project. The City Treasurer, City Manager, Utilities Director, along with Ranson Financial and Greg Wright have reviewed the City's finances and bond payment options. The City reviewed the options:

- Bonding the CAT Engines, Cooling Towers, and Catalysts at a total of \$5,200,000.
- Bonding the CAT Engines only at \$3,160,000
- Bonding the CAT Engines with putting a \$1,000,000 down from the Electric Fund Reserves resulting in a total bond of \$2,160,000

Please see the bond amounts and payment options in the subsequent documents.

The City Staff reviewed the following options for generating revenue to cover the bond payment:

- Generation Adder by KWH
- Use the \$250,000 transfer to the Electric Improvement Fund for the Solar Farm purchase (transfer ends in 2025) to cover the bond payment. Resulting in no increase to the rate payers
- Small generation adder or fixed fee increase paired with the \$250,000 transfer to cover the bond payment

FISCAL NOTE:

The Electric Fund ended 2024 with 1 year plus 3 months of operating cash on hand.

The last transfer of money from the Electric Fund to the Electric Improvement Fund concludes in 2025 leaving the balance in the Electric Improvement Fund at \$1.4 million.

The Solar Farm, if purchased in year 8 of the City's contract with Evergy, is estimated to cost \$1.35 million

COUNCIL ACTION:

Council consensus on the method the city will pay for the bond

Est issue Size (incl. bond costs)		\$5,200,000
Estimated		Est. Annual
<u>Years</u>	<u>Interest</u>	<u>Debt Service</u>
10	4.00%	\$641,112.91
15	4.40%	\$480,868.83
20	4.90%	\$413,730.81

Payment option for purchase of CAT Engines, Cooling Towers and Catalyst.

Est issue Size		\$3,160,000
Estimated		Est. Annual
<u>Years</u>	<u>Interest</u>	<u>Debt Service</u>
10	4.00%	\$389,599.38
15	4.40%	\$292,220.29
20	4.90%	\$251,421.03

Payment options for purchase of CAT Engines only.

Est issue Size		\$2,160,000
Estimated		Est. Annual
<u>Years</u>	<u>Interest</u>	<u>Debt Service</u>
10	4.00%	\$266,308.44
15	4.40%	\$199,745.51
20	4.90%	\$171,857.41

Payment options for purchase of CAT Engines with \$1,000,000.00 down payment.

REPLACING ORDINANCE 1525

AN ORDINANCE CREATING A SURCHARGE FOR ALL ELECTRIC CUSTOMERS OF THE CITY OF OSAGE CITY, FOR THE PURPOSES OF RECOVERING EXPENSES SPECIFICALLY ASSOCIATED WITH BUYING, BUILDING OR REPAIRING NEW, OR EXISTING GENERATION EQUIPMENT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAGE CITY, KANSAS to-wit:

Section 1. A surcharge shall be established for the purpose of building, financing, or repairing new, existing or additional generation and all necessary appurtenances. This surcharge shall be applied equally across all kWhs purchased by all electric customers served inside or outside the city limits, and shall be in addition to the rates as set forth in Ordinance Number 1489, as follows:

CHARGES;

- (a) A surcharge equal to the total expenditure of either payments , expenses or bond reimbursements, spread across the total utility sales and applied to the usage of each utility customer on a per kilowatt hour basis.

TERM;

- (a)The surcharge will become effective with the first billing after an estimated or actual cost is determined and will be re-adjusted annually based on the previous 3 years total sales average
- (b) The surcharge will be applied based on individual project cost and will terminate on its own once the project cost has been recovered.
- (c) Multiple projects will have various termination dates based on how the utility spreads the cost of project

PASSED AND APPROVED this ____ day of _____, 2025

Mayor

ATTEST:

City Clerk

Fund Status Report

City of Osage City

Report Selection Criteria:

Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed In Alpha by Fund Name? NO
 Exclude Additional Cash? NO
 Include Pending Cash? NO
 Selected Funds :
 Fiscal Year: 2025
 From Period: 1
 To Period: 2
 Exclude Transfers Breakdown? NO
 From Date: 1/1/2025
 Thru Date: 2/28/2025
 Option: Date Range

General Fund (01)	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
010 - General Fund	\$3,334,379.74	\$424,539.00	(\$617,405.73)	(\$31,160.15)	\$3,110,352.86
011 - Special Stfy Equipment	\$68,984.68	\$24,760.15	(\$32,283.47)	\$0.00	\$61,461.36
012 - Library Fund	\$0.00	\$97,346.56	(\$97,346.56)	\$0.00	\$0.00
014 - Airport Fund	\$371,930.12	\$310,264.57	(\$56,742.84)	\$0.00	\$625,451.85
016 - Bond & Interest Fund	\$205,098.82	\$69,681.93	(\$57,681.25)	\$47,689.18	\$264,788.68
021 - Electric Fund	\$4,965,264.93	\$583,967.44	(\$414,022.42)	(\$165,000.00)	\$4,970,209.95
023 - Water Fund	\$3,103,835.29	\$223,259.93	(\$89,158.26)	(\$61,464.18)	\$3,176,472.78
025 - Gas Fund	\$1,343,088.89	\$428,562.68	(\$199,721.63)	(\$22,609.98)	\$1,549,319.96
027 - Sewer Fund	\$747,726.42	\$84,970.33	(\$46,548.93)	(\$10,500.00)	\$775,647.82
029 - Sanitation Fund	\$663,923.64	\$84,527.34	(\$72,368.78)	(\$6,750.02)	\$669,332.18
031 - Special Highway	\$15,327.29	\$18,837.58	\$0.00	(\$12,688.34)	\$21,496.53
032 - Alcohol Safety Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
033 - Special Parks & Rec	\$45,385.16	\$0.00	\$0.00	\$0.00	\$45,385.16
034 - Special Enf. Trust	\$495.85	\$0.03	\$0.00	\$0.00	\$495.88
035 - Fire Insurance Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
038 - Energy Efficiency	\$6,087.07	\$403.39	(\$407.38)	\$0.00	\$6,083.08
043 - Pool CIP	\$1,473,907.29	\$0.00	\$0.00	\$0.00	\$1,525,569.20
050 - Capital Improvement	\$757,024.54	\$0.00	(\$104,817.39)	\$51,661.91	\$738,675.41
055 - Equipment Reserve	\$435,037.21	\$0.00	(\$26,717.84)	\$28,500.00	\$436,819.37
071 - LEAP Liability	\$172,985.61	\$7,433.00	\$0.00	\$0.00	\$180,398.61
072 - Utility Deposits	\$86,799.18	\$7,425.00	(\$6,000.00)	\$0.00	\$88,224.18
073 - Court Bond Fund	\$2,318.00	\$0.00	(\$750.00)	\$0.00	\$1,568.00
080 - Sewer Improvement	\$1,128,870.65	\$0.00	(\$349,270.10)	\$0.00	\$779,600.55
081 - Water Improvement	\$100,000.00	\$0.00	\$0.00	\$0.00	\$116,666.66
082 - Public Bldg Commission	\$113,435.35	\$4,940.02	\$0.00	\$0.00	\$118,375.37
083 - Street Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Operator: sbocs

3/4/2025 10:17:46 AM

Report ID: GLLT85a

Fund Status Report

City of Osage City

Report Selection Criteria:

Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed in Alpha by Fund Name? NO
 Exclude Additional Cash? NO
 Include Pending Cash? NO
 Selected Funds :
 Fiscal Year: 2025
 From Period: 1
 To Period: 2
 Exclude Transfers Breakdown? NO
 From Date: 1/1/2025
 Thru Date: 2/28/2025
 Option: Date Range

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
084 - Sewer Reserve	\$95,000.00	\$0.00	\$0.00	\$4,166.66	\$99,166.66
086 - Electric Improvement	\$956,400.64	\$0.00	\$0.00	\$75,000.00	\$1,031,400.64
090 - Golf Course	\$8,626.92	\$2,000.00	\$0.00	\$0.00	\$10,626.92
091 - Huffman Park Tree Donations	\$1,437.68	\$0.00	\$0.00	\$0.00	\$1,437.68
092 - CDBG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
093 - MIH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
094 - ARPA	\$11,195.40	\$0.00	\$0.00	\$0.00	\$11,195.40
099 - Clearing Fund	\$11,936.23	\$37,302.75	(\$38,100.58)	\$0.00	\$11,138.40
996 - Misc Accounts Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
997 - Write Offs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
998 - Long Term Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999 - Accounts Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fund Type Total *	\$20,226,482.60	\$2,410,221.70	(\$2,209,343.16)	\$0.00	\$20,427,361.14
* Report Total *	\$20,226,482.60	\$2,410,221.70	(\$2,209,343.16)	\$0.00	\$20,427,361.14