

OSAGE CITY COUNCIL

Regular Meeting

September 24, 2024

7:00 p.m.

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

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/480138133>

- **You can also dial in using your phone. Long distance charges may be applied.**

United States: 1-(872) 240-3311

Access Code: 480138133#

New to GoToMeeting? Get the app now and be ready when your first meeting starts <https://global.gotomeeting.com/join/480138133>

- **MEETING ID:** 480-138-133
- **Audio only:** 1-(872) 240-3311

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 September 10, 2024 Regular Meeting Minutes
2. Approval of Shirley Bausman to join the Industrial Development Committee as a representative of her employer, Orbis

III. Business Before the Council

1. Public Hearing on behalf of the Osage City Public Library Board (Action Required)—Brett Waggoner, Governmental Assistance Service
2. Ward 1 Expression of Interest applications review and potential appointment to fill the Ward 1 vacancy (Action Required)—Katie Hodge, City Manager
3. Employee Awards/Recognition (Information)—Katie Hodge, City Manager
4. Set Public Hearing for October 22, 2024 at 7 p.m. for our KDHE State Revolving Loan Fund Phase 5 Application (Action Required)—Katie Hodge, City Manager
5. Approval of Charter Ordinance No.19 for the issuance of General Obligation Bonds for the Power Plant's Foley Engines
6. Approval of Fire Station Apron (Action Required)—Katie Hodge, City Manager
7. Approval of the additional of a concrete slab at the Aquatic Center (Action Required)—Katie Hodge, City Manager
8. Approval of Interconnection Standard (Action Required)—Dale Schwieger, Utilities Director



9. Approval of Ordinance 1688 (Action Required)—Dale Schwieger, Utilities Director
10. Approve the contract with Information Network of Kansas (Action Required)—Amy Woodward, City Clerk and Sadie Boos, City Treasurer
11. Reminder of Shred Day scheduled for October 5th from 9 am – 11 am (Information)

IV. Adjournment

Next Ordinance # 1690

Next Resolution # 1124

Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
September 10, 2024

ROLL CALL: Now on this 10th day of September 2024, 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: Susan Smith, Mike Gilliland, Shirley Bausman, Mike Handly, Jeanette Swarts, Cathryn Houghton, Jeff Tice. Officials present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Sadie Boos, City Treasurer; Amy Woodward, City Clerk; Dale Schwieger, Utilities Director; James Welch, Code Administrator. Others Present: None.

APPROVAL OF THE AGENDA:

Motion by Swarts, second by Tice to approve the agenda. The motion was declared carried.

RECOGNITION OF VISITORS: Daniel Davis, Managing Editor Osage County Herald – Chronicle; Tricia Webb, Land Development Director; Sterling Hughs, COF Residents and Employee.

APPROVAL OF THE CONSENT AGENDA:

1. Approval of August 27, 2024 Regular Meeting Minutes
2. Approval of Control Burn Resolution No. 1121 from Tuesday, Oct 1, 2024 to Tuesday, Dec 31, 2024.

Motion by Swarts, second by Tice to approve the consent agenda. The motion was declared carried.

BUSINESS BEFORE THE COUNCIL:

1. COF Training Services, Inc. Proclamation (Action Required)

Mayor Stromgren read Proclamation declaring September 8th – 24th, 2024 as Direct Support Professionals Week.

Motion made by Houghton, second by Gilliland to declare September 8th – 14th as Direct Support Professionals Week in recognition and appreciation of the dedication and contributions that these providers make to enhance the lives of their clients. The motion was declared carried.

2. 277 Market hearing as requested by Sterling Hughs for violation of Chapter 24 of the Code of Ordinances of the City of Osage City, Article II, Division 1 Environmental Code

City Manager, Hodge and Code Administrator, Welch reviewed with the Council improvements made to the interior and exterior of the 277 Market structure.

Motion made by Handly, second by Gilliland to give Sterling Hughs 60 days extension to abate the conditions of 277 Market. The motion was declared carried.

3. Approve the purchase of a transformer for a new business (Action Required) -Dale Schwieger, Utilities Director

Utilities Director, Schwieger explained the purpose of the transformer being purchased.

Motion made by Swarts, second by Tice to approve the purchase of a transformer not to exceed \$25,000. The motion was declared carried.

4. Approve the purchase of transformers for the continued city infrastructure improvement (Action Required) -Dale Schwieger, Utilities Director

Utilities Director, Schwieger explained the purpose of the additional transformers needing to be purchased.

Motion made by Tice, second by Handly to approve the purchase of transformers not to exceed \$35,000. The motion was declared carried.

5. Neighborhood Revitalization Program City vs. County discussion (Action Required) -Katie Hodge, City Manager

City Manager, Hodge, explained the options available to the Council in regarding the Neighborhood Revitalization Program. Tricia Webb, with Osage County Land Development, answered questions for council.

Motion made by Gilliland, second by Smith to enter into the interlocal agreement with Osage County for our citizens to have a choice to participate in the county's Neighborhood Revitalization Program. The motion was declared carried.

6. Reminder of the September 19th Mayor's Summit in Melvern from 6 pm- 8pm (Information) -Katie Hodge, City Manager

City Manager Hodge, shared a reminder regarding the Mayor's Summit to be held September 19th in Melvern from 6 pm – 8 pm.

7. Citywide Garage Sale is September 20th – 21st (Information) -Katie Hodge, City Manager

Information Only

8. City Hall Closing at 2:30 pm for Employee Meeting on 9/24 (Information) -Katie Hodge, City Manager

Information Only

ADJOURNMENT:

At the request of Council Member Swarts 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



Number _____

OFFICIAL USE ONLY

Received _____

CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

Please Indicate with an (X) as many as meet your interests:

- | | |
|--|--|
| <input type="checkbox"/> CITY COUNCIL TERM VACANCY | <input type="checkbox"/> LIBRARY BOARD |
| <input type="checkbox"/> PLANNING AND ZONING COMMITTEE | <input type="checkbox"/> OSAGE CITY TREE BOARD |
| <input checked="" type="checkbox"/> INDUSTRIAL DEVELOPMENT COMMITTEE | <input type="checkbox"/> PARKS AND RECREATION ADVISORY BOARD |
| <input type="checkbox"/> COMMUNITY IMPROVEMENT COMMITTEE | <input type="checkbox"/> PUBLIC BUILDING COMMISSION |
| <input type="checkbox"/> OTHER | |

Specific Project: _____

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Osage City, City Clerk's Office, 201 S. 5th Street, P.O. Box 250, Osage City, Kansas 66523.

Please Note: All information provided by you on this form is subject to Kansas Open Public Record Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Title Mr. Mrs. Miss Ms. Dr.

Name: Shirley Bausman

Home Address: 222 Market St. Osage City KS 66523

Number of Years you have lived in Osage City: 37 yrs

Telephone ^{mobile} 785-215-0315 (Home) (Business) 785-507-0223 (Fax)

Occupation Cycle Counter Employer Orbis Corporation

Business Address 515 S. 4th Osage City KS 66523

Education (Highest School Year, degrees, etc.) AA

Prior Appointed or Elected Offices Held (if any) Council Member

Present and Past Community Volunteer Activities: Chamber of Commerce

Why would you like to serve? (Please discuss specific interest, experience and qualification which would make you an effective board member.)

I would like to represent Orbis on the committee.

Date: 9-19-24 Signature: Shirley Bausman

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 P.M.

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

ITEM:

Public Hearing on behalf of the Osage City Public Library Board

BACKGROUND:

The public hearing is for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Community Facilities category.

The project application is a building rehabilitation and addition project, including an 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. The estimated total project cost is approximately \$1,128,352 with the grant request for \$650,000 of the project costs. The Osage City Public Library Board will provide all required matching funds for the grant application

FISCAL NOTE:

NONE for the City of Osage City.

COUNCIL ACTION:

1) To approve and execute the CDBG Application Documents

STAFF RECOMMENDATION:

Approve the submission of the application on behalf of the Osage City Public Library Board in hopes of securing funding to enhance and expand our public library

MOTION(s):

1. I make a motion to authorize the mayor to execute the Statement of Assurances and Certifications
2. I make a motion to adopt a Resolution No. 1122 Certifying Legal Authority to Apply for the 2024 Kansas Small Cities CDBG Program from the KS Dept. of Commerce and authorizing the mayor to sign and submit such an application

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

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		
<p>3. I make a motion to adopt Resolution No. 1123 assuring the KS Dept. of Commerce that funds will continuously be provided for the operation and maintenance of the improvements to the improvements to be financed with CDBG funds</p> <p>4. I make a motion authorizing the mayor to execute the Residential Anti-displacement and Relocation Assistance Plan</p> <p>5. I make a motion authorizing the mayor to execute the Environmental Determination of Level of Review</p> <p>6. I make a motion authorizing the mayor to execute the HUD Applicant/Recipient Disclosure Report</p> <p>7. I make a motion authorizing the mayor to execute the contract (contingent on grant award) with Western Consultants dba GAS for CDBG grant administration</p> <p>8. I make a motion authorizing the mayor to execute the contract (contingent on grant award) with Western Consultants dba GAS for CDBG grant administration</p> <p>9. I make a motion to approve the required interlocal agreement</p>		



OSAGE CITY, KS

2024 CDBG APPLICATION DOCUMENTS

OSAGE CITY LIBRARY PROJECT

9/24/24 @ 7:00 PM

CITY COUNCIL ACTION ITEMS

1) OPEN CDBG PUBLIC HEARING

READ PUBLIC MEETING NOTICE

The City of Osage City, KS, on behalf of the Osage City Public Library Board, will hold a public hearing on Tuesday, September 24, 2024, at 7:00 pm in the Council Chambers located at 221 S. 5th Street, for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Community Facilities category.

The specific project application to be discussed is a building rehabilitation and addition project, including an 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. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is approximately \$1,128,352 with the grant request for \$650,000 of the project costs. The Osage City Public Library Board will provide all required matching funds for the grant application.

Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become part of Osage City's CDBG Citizen Participation Plan. Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to the City Clerk by September 23, 2024.

ALLOW COMMENTS

CLOSE CDBG PUBLIC HEARING

2) APPROVE AND EXECUTE CDBG APPLICATION DOCUMENTS

- 1) Entertain a motion authorizing the mayor to execute the Statement of Assurances and Certifications (4 pages) – MAYOR SIGNS TWICE/CLERK ATTESTS
- 2) Entertain a motion to adopt a Resolution Certifying Legal Authority to Apply for the 2024 Kansas Small Cities CDBG Program from the KS Dept. of Commerce and authorizing the mayor to sign and submit such an application (1 page – NEEDS A RESOLUTION #) MAYOR SIGNS/CLERK ATTESTS/SEAL



- 3) Entertain a motion to adopt a resolution assuring the KS Dept. of Commerce that funds will continuously be provided for the operation and maintenance of the improvements to the improvements to be financed with CDBG funds (1 page – NEEDS A RESOLUTION #) MAYOR SIGNS/CLERK ATTESTS/SEAL
- 4) Entertain a motion authorizing the mayor to execute the Residential Anti-displacement and Relocation Assistance Plan (1 page) MAYOR SIGNS AND DATES
- 5) Entertain a motion authorizing the mayor to execute the Environmental Determination of Level of Review (1 page) MAYOR SIGNS AND DATES
- 6) Entertain a motion authorizing the mayor to execute the HUD Applicant/Recipient Disclosure Report (1 page) MAYOR SIGNS
- 7) Entertain a motion authorizing the mayor to execute the contract (contingent on grant award) with Western Consultants dba GAS for CDBG grant administration (7 pages) MAYOR SIGNS/CLERK ATTESTS/SEAL
- 8) Entertain a motion to approve the required interlocal agreement (Designating the relationship between the library and city as grantee.) MAYOR SIGNS/CLERK ATTESTS

NEXT STEPS

GAS staff will collect Information from library staff and architect over the next 2 to 3 weeks and submit the application by the 11/1 deadline (earlier if possible)

City should sign a contract with Falk Architects for design/inspection contingent on CDBG award to demonstrate full project readiness at your next council meeting

11/1/24 CDBG Application deadline; CDBG Award Announcement (at least 90 days +/- February 1, 2025)

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, 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 or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will comply with the provisions of 24-CFR-200.
 - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
 - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Brian Stromgren
Signature, Chief Elected Official	Name (typed or printed)
Mayor	September 24, 2024
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Osage City, KS, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor/County Commission

ATTEST:

City/County Clerk

THE CITY/COUNTY OF OSAGE CITY, KANSAS

RESOLUTION NO. _____

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR/COMMISSIONER
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of OSAGE CITY, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of OSAGE CITY, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of OSAGE CITY, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of OSAGE CITY, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$478,352.00 in cash funds toward this project and \$0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF OSAGE CITY
KANSAS, this 24TH day of SEPTEMBER, 2024.

APPROVED _____
MAYOR/COMMISSIONER

ATTEST _____

(SEAL)

THE CITY/COUNTY OF OSAGE CITY, KANSAS

THE CITY/COUNTY OF OSAGE CITY, KANSAS

RESOLUTION NO. _____

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE PUBLIC LIBRARY SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of OSAGE CITY is applying for Small Cities Community Development Block Grant funds under the Community Facility Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of OSAGE CITY wishes to utilize this funding for the purpose of constructing improvements to the City's/County's PUBLIC LIBRARY system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of OSAGE CITY has determined that the annual operation and maintenance costs of the PUBLIC LIBRARY improvements are anticipated to be approximately \$ _____; and,

WHEREAS, The annual PUBLIC LIBRARY budget has been determined to be adequate to fund the operation and maintenance of the PUBLIC LIBRARY improvements,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of OSAGE CITY, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF OSAGE CITY, KANSAS THIS 24TH DAY OF SEPTEMBER, 2024.

ATTEST:

MAYOR/COMMISSIONER

CITY CLERK/COUNTY CLERK

(SEAL)

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

NO DWELLING DEMOLITION IS PROPOSED

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of OSAGE CITY on the 24TH day of SEPTEMBER, 2024.

Date: _____ Signature – Chief Elected Official: _____

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: CITY OF OSAGE CITY - PUBLIC LIBRARY IMPROVEMENTS

Project Location: 515 Main St, Osage City, KS 66523

Project Description:

This project will consist of a building rehabilitation and addition project, including an 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 related to construction activities. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is approximately \$1,128,352 with the grant request for \$650,000 of the project costs. Grant funds will be used for construction costs only. Matching funds will be used to pay for construction, architectural design, inspection, grant administration, and other soft costs.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(1)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(1)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(1)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Mayor Brian Stromgren	
Chief Elected Official (print name/title)	Chief Elected Official's Signature
Date	

CONTRACT FOR ADMINISTRATION SERVICES
FOR THE CITY OF OSAGE CITY, KANSAS
CDBG PUBLIC LIBRARY IMPROVEMENTS PROJECT

THIS CONTRACT made this 24th day of September 2024, between WESTERN CONSULTANTS dba GOVERNMENTAL ASSISTANCE SERVICES, PO Box 187, Lawrence, Kansas 66044 (THE CONSULTANT), and the CITY OF OSAGE CITY, KANSAS (THE CITY), **contingent upon grant award.**

WHEREAS, THE CITY is engaged in a CDBG Community Improvement project, and,

WHEREAS completion of this project requires the services of a qualified Administrator.

NOW, THEREFORE, THE CITY engages the services of THE CONSULTANT upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

The CITY may terminate this Contract, in whole or in part, at any time by written notice to THE CONSULTANT.

In event of termination, all finished or unfinished documents, studies and reports prepared by THE CONSULTANT, under this Contract, shall remain the property of THE CONSULTANT until THE CONSULTANT receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of THE CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of THE CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. THE CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All of the services required hereunder will be performed by THE CONSULTANT or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE CONSULTANT

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by THE CONSULTANT.

These services will include, but are not limited to the following:

- Preparation of reports and paperwork to be submitted to State agencies involved in the project.
- Perform necessary accounting procedures related to this project, until project is completed.
- Assist the City and contractors with adherence to Affirmative Action rules and regulations.
- Prepare documentation for procurement procedures.
- Review payment requests and check these against invoices.
- Process payment requests promptly.
- Prepare the Environmental Assessment Report.
- Prepare documentation relating to Release of Funds from State agencies involved.
- Prepare "No Significant Impact" certificate.

- Work closely with City staff throughout entire project.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.
- Work closely with all State agencies and furnish additional information they may request.
- Attend monitoring visits set up by State agencies.
- Perform additional duties as may be required.
- Assist City in securing qualified audit firm.
- Apply for any necessary time extensions.
- Provide proper close-out requested by State agencies involved in project.
- Operate within Federal and State guidelines, specifically:

**All Civil Rights Laws, Executive Orders and Regulations
as listed in the attached Appendix B.**

- Assist the City in developing a financial management system which will meet State and local standards.
- Comply with all applicable laws, ordinances, and codes for the State and Local governments.
- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. THE CONSULTANT will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

THE CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY, setting forth the provisions of this non-discrimination clause.

5. AUDIT

THE CITY will be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project. The expense for this audit will be a responsibility of the City.

6. INTEREST OF THE CITY'S GOVERNING BODY

No member of the Governing Body of the CITY, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and THE CONSULTANT shall take appropriate steps to ensure compliance.

7. INTEREST OF THE CONSULTANT AND EMPLOYEES

THE CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONSULTANT further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY agrees to pay THE CONSULTANT a fee for the services outlined.

The fee, for these services, will be as follows:

Services will be billed at \$130.00 per hour not to exceed \$30,000.00 for grant administration. If the project has an additional time extension past the projected 24-month completion date, and the \$30,000.00 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$130.00.

In addition, the CITY will be charged a one-time fee of \$5,000.00 for completion of the Environmental Assessment to acquire the Release of Funds.

In no way can the contract be changed without a written amendment approved by the CITY.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

ATTEST: _____
Amy Woodward- City Clerk

(SEAL)

Brian Stromgren- Mayor



Brett Waggoner – Western Consultants

Appendix B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of or subjected to discrimination under, any program or activity receiving federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations and relevant orders of the

Secretary of Labor issued pursuant to the Act.

3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

E-Verify - CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all of the contractors employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.

INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter called the “Agreement”), made and entered into this 24th day of September, 2024, by and between **THE CITY OF OSAGE CITY, KS** (“The City”), and **THE OSAGE CITY PUBLIC LIBRARY**, a Kansas Not for Profit Corporation (“The Library”).

WHEREAS, The City, a public agency as defined under K.S.A. 12-2903(a), has applied to receive a 2024 Community Development Block Grant from the State of Kansas (“Grant Proceeds”), and

WHEREAS, The City desires to relinquish responsibilities for the Grant Process to a private agency as allowed by the CDBG program and the State statutes for economic development and public improvement programs related to library services for the public (“Library Services”); and

WHEREAS, The Library is a non-profit corporation that has operated in The City to provide public library services tailored to the public and would ensure that the Grant Proceeds are utilized in a manner that improves the quality and availability of library services for the community that is in the best interest of both parties;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained hereafter, the parties agree as follows:

1. Project. The Library owns real estate located at 515 Main Street, Osage City, Kansas, in The City, where The Library intends to rehabilitate and construct an addition to a building an estimated construction cost of \$1,128,352.00, to be used for library services (the “Project”).
2. Duration. Construction of the Project should begin by 1/1/26 and should be completed by 1/1/27.
3. Purpose. The purpose of this Agreement is to formalize a resolution of The City’s governing body to authorize the transfer of the Grant Proceeds to The Library to be used for the Project.
4. Authorized Use of Funds. Pursuant to terms of this Agreement, The Library is authorized to apply the Grant Proceeds toward payment of the construction costs for Project.
5. Project Costs. The Library agrees to retain all financial responsibilities for the Project, with the understanding that all invoices are to be paid by The Library.
6. Recordkeeping Responsibilities. The Library agrees to carry out the following on the behalf of the The City:

- a. The Library shall be responsible for 100% of the operation and maintenance expenses associated with the Project constructed using the Community Development Block Grant.
 - b. The Library shall provide \$478,352.00 of the matching funds detailed in the Community Development Block Grant application submitted to the Kansas Department of Commerce.
 - c. The Library shall be responsible for establishing and maintaining a detailed line-item budget of expenditures related to the total Project costs.
 - d. The Library agrees to carry insurance on the building in the amount of the original cost of the building and agrees to pay all premiums.
 - e. Kansas Department of Commerce requires the The City to follow Community Development Block Grant procedures throughout the Project. As such, the The Library also agrees to follow all applicable procedures of the Community Development Block Grant Program.
7. Termination. The City may terminate this agreement, in whole or in part, if The Library has fails to comply with the conditions of the Agreement, The Library's Application and detailed budget, or subsequent amendments. If the Agreement is terminated by The City, The Library shall provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.
8. Land Ownership. The Library owns the land where the Project will be constructed and agrees to furnish \$478,352.00 in matching funds for the CDBG.
9. Construction Services. The Library shall be responsible for the procurement and contracting of services necessary for the completion of the Project. All procurement and contracting will comply with CDBG rules and regulations.
10. Building Maintenance. The Library agrees to enter into a separate Inter-local Cooperative Agreement providing for the care and maintenance of the building by The Library.
11. Miscellaneous Provisions.
- a. Binding Upon Heirs. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

- b. Amendment. This Agreement may not be modified, amended or supplemented except by an instrument in writing signed by the parties hereto.
- c. Waiver. No term or condition of this Agreement shall be deemed to have been waived nor shall there be any estoppel against the enforcement of any provision of this Agreement except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to specific act, term, or condition waived and shall not constitute a waiver of such act, term, or condition for the future or as to any act, term, or condition other than that specifically waived.
- d. Severability; Enforceability. If for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not so held invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect.
- e. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. The parties consent to jurisdiction in Kansas state courts for any proceeding to enforce or interpret this Agreement.
- f. Entire Agreement. This Agreement cancels and supersedes all previous agreements, written or oral, between the parties hereto and contains the entire understanding of the parties hereto and shall not be amended or modified except otherwise provided herein or in writing signed by each of the parties hereto.
- g. Use of Copies. Machine-duplicated or transmitted copies of this document, disclosing signatures affixed, may be relied upon as evidence of the fact of execution.

The Library also acknowledges, as part of this Agreement, that liability for the grant is wholly within its realm; and the The Library hereby assumes responsibility to see all terms listed herein are met.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year indicated above.

THE CITY OF OSAGE CITY, KS

OSAGE CITY PUBLIC LIBRARY

By _____
Authorized Agent

By _____
Authorized Agent

Attest: _____

Attest: _____

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2501-0112 (exp. 12/31/2024)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Osage City, KS 201 S 5th St, Osage City, KS 66523 (785)528-3714	2. Social Security Number or Employer ID Number: 48-6030647
3. HUD Program Name Kansas Department of Commerce for Small Cities CDBG Program	4. Amount of HUD Assistance Requested/Received \$650,000.00
5. State the name and location (street address, City and State) of the project or activity: 515 Main St, Osage City, KS 66523	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Osage City Public Library	Cash	\$478,352.00	Const, admin, architectural

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Falk Architects	81-1722601	Architectural Design	\$74,638/6.6%
Western Consultants	84-1951102	Grant Administration	\$35,000/3.1%

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.
I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy) 09/24/2024
---------------------	--------------------------------------

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

Part I. Threshold Determinations - Applicants Only

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

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:

Ward 1 Expression of Interest Applications

BACKGROUND:

We received two expression of interest applications for the Ward 1 vacancy with the term ending January 2028. Please review the following applications.

FISCAL NOTE:

NONE for the City of Osage City.

COUNCIL ACTION:

- 1) To approve an applicant to fill the Ward 1 vacant council position
- 2) To reject both applicants expressing interest in filling the Ward 1 vacant council position and continue the search to fill the Ward 1 vacant council position

STAFF RECOMMENDATION:

MOTION:

I make a motion to approve __ (NAME OF APPLICANT) __ to fill the Ward 1 vacant council position

****We will need a roll call vote on this****



Number _____ OFFICIAL USE ONLY
Received _____

CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

Please Indicate with an (X) as many as meet your interests:

- | | |
|---|--|
| <input type="checkbox"/> BOARD OF ZONING APPEALS | <input type="checkbox"/> LIBRARY BOARD |
| <input type="checkbox"/> CITY PLANNING COMMISSION | <input type="checkbox"/> OSAGE CITY TREE BOARD |
| <input type="checkbox"/> INDUSTRIAL DEVELOPMENT COMMITTEE | <input type="checkbox"/> PARKS AND RECREATION ADVISORY BOARD |
| <input type="checkbox"/> COMMUNITY IMPROVEMENT COMMITTEE | <input type="checkbox"/> PUBLIC BUILDING COMMISSION |
| <input checked="" type="checkbox"/> CITY COUNCIL | |

Specific Project: _____

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Osage City, City Clerk's Office, 201 S. 5th Street, P.O. Box 250, Osage City, Kansas 66523.

Please Note: All information provided by you on this form is subject to Kansas Open Public Record Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Title Mr. Mrs. Miss Ms. Dr.

Name: Teresa Kay Nell

Home Address: 421 N 13th St

Number of Years you have lived in Osage City: 13 years

Telephone ^(Cell) (308) 390-9759 (Home) _____ (Business) _____ (Fax) _____

Occupation Retired Employer _____

Business Address _____

Education (Highest School Year, degrees, etc.) 12th

Prior Appointed or Elected Offices Held (if any) President Dawson County Foster Parents Association, Treasurer Good Year Arizona Police Officers Association

Present and Past Community Volunteer Activities: Volunteer In Police Association (VIP), Foster Parents Christmas & Halloween Parties

Why would you like to serve? (Please discuss specific interest, experience and qualification which would make you an effective board member.)

I would like to see more being cleaned up in our community. I have served on various boards so I would like to put my skills to use

Date: 8/15/24 Signature: Teresa Nell



Number _____ OFFICIAL USE ONLY

Received _____

CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

Please Indicate with an (X) as many as meet your interests:

- CITY COUNCIL TERM VACANCY
- PLANNING AND ZONING COMMITTEE
- INDUSTRIAL DEVELOPMENT COMMITTEE
- COMMUNITY IMPROVEMENT COMMITTEE
- OTHER
- LIBRARY BOARD
- OSAGE CITY TREE BOARD
- PARKS AND RECREATION ADVISORY BOARD
- PUBLIC BUILDING COMMISSION

Specific Project: _____

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Osage City, City Clerk's Office, 201 S. 5th Street, P.O. Box 250, Osage City, Kansas 66523.

Please Note: All information provided by you on this form is subject to Kansas Open Public Record Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Title Mr. Mrs. Miss Ms. Dr.

Name: Kathy Ayers

Home Address: 1313 D St, Osage City, KS 66523

Number of Years Lived in Osage City: 62

Telephone (Cell) 620-340-7972 (Business) 785-528-3133 (Email) kayers@fnbofks.bank
katayers9217@gmail.com

Occupation Banker Employer First National Bank of Kansas

Business Address 18 Main, PO Box 275, Osage City, KS 66523

Education (Highest School Year, degrees, etc.) 1979 - 2 yrsr college

Prior Appointed or Elected Offices Held (if any) Chamber Board, PTA Board, Library

Foundation Board

Present and Past Community Volunteer Activities: Chamber - City Wide Garage Sales,

Summer & Christmas parades, Chili cook off.

Why would you like to serve? (Please discuss specific interest, experience and qualification which would make you an effective board member.) I view the council as a firm responsibility to make Osage City the best place to live, grow, work & retire. I'm a life-time citizen of Osage City and want to give back to my community. I have worked at two different businesses (Hallmark & First State Bank which is First Natinal Bank over the last 38 years, along with my family once operated two businesses in Osage City. Work with financial decisions everyday.

Date: 9-12-24 Signature: Kathy Ayers

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

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:

Employee Awards/Recognition

BACKGROUND:

The City of Osage City recognizes employees for their employment longevity and dedication to our community beginning at 10 years and thereafter in increments of 5 years

Kurt Cox began his journey with the City of Osage City on April 17, 1989, and has dedicated 35 years of service to our community. We are very fortunate to have an employee like Kurt, who has hung with us for so many years! Thank you for all you do Kurt!

Katie Hodge has 10 years with the city as of August 20, 2024.

FISCAL NOTE:

NONE

COUNCIL ACTION:

NONE

STAFF RECOMMENDATION:

MOTION:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Set a public hearing to present and discuss the proposed improvements for the wastewater collection system project. The improvements will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment.

BACKGROUND:

The Loan application will include funding for the following improvements:

Wastewater collection system improvements consist of televising, cleaning, and repairing an estimated 4,000 linear feet of piping and making repairs or replacing approximately 40 manholes. Finally, manhole rim surveys of approximately 50 additional manholes while televising and inspecting manholes along 16,000 linear feet of collection system to identify structural and infiltration and inflow issues with the system will be performed. The project will also include associated pavement replacement, pre- and post-construction CCTV inspection, and other related miscellaneous appurtenances. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is \$1,600,000.00.

FISCAL NOTE:

\$1,600,000 loan

COUNCIL ACTION:

1) Set the public hearing to be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment

STAFF RECOMMENDATION:

Set the public hearing

MOTION:

I make a motion to set a public hearing on October 22, 2024 at 7 p.m. to be held here at the council chambers located at 221 S. 5th Street for the purpose of discussing the proposed improvements for the next phase in our wastewater collection system project and for pursuing funding under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment.

PUBLIC HEARING

The City of Osage City, Kansas will hold a public hearing on October 22, 2024, at 7:00 p.m. in the Council Chambers located at 221 S. 5th Street, Osage City, KS 66523 to present and discuss the proposed improvements for the wastewater collection system project. The improvements will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment. The Loan application will include funding for the following improvements:

Wastewater collection system improvements consist of televising, cleaning, and repairing an estimated 4,000 linear feet of piping and making repairs or replacing approximately 40 manholes. Finally, manhole rim surveys of approximately 50 additional manholes while televising and inspecting manholes along 16,000 linear feet of collection system to identify structural and infiltration and inflow issues with the system will be performed. The project will also include associated pavement replacement, pre- and post-construction CCTV inspection, and other related miscellaneous appurtenances. Project activities will occur in an area generally bounded by the city limits of Osage City, KS. The estimated total project cost is \$1,600,000.00.

The anticipated amount of the loan application request will be \$1,600,000.00 and the total project cost is estimated at \$1,600,000.00. The anticipated increase in sewer use charges will be discussed. The proposed improvements will be explained and comments by the public will be considered. Oral and written comments will be accepted. Any written comments will become a part of the City's record of public hearing.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 P.M.

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

ITEM:

Charter Ordinance No. 19

BACKGROUND:

This Charter Ordinance would exempt the City from KSA 12-834. This is needed for issuing a General Obligation bond for the Power Plant's Foley CAT Engines as previously approved by the council to purchase

FISCAL NOTE:

Fees associated with rate review and issuing a bond

COUNCIL ACTION:

1) Approve Charter Ordinance No. 19

STAFF RECOMMENDATION:

Set the public hearing

MOTION:

I make a motion to approve Charter Ordinance No. 19.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OSAGE CITY, KANSAS
HELD ON SEPTEMBER 24, 2024**

The governing body met in special session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Charter Ordinance entitled:

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAGE CITY KANSAS, FROM THE PROVISIONS OF K.S.A. 12-834 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO IMPROVEMENTS FOR GAS, WATER, ELECTRIC LIGHT, HEATING AND STREET RAILWAY OR TELEPHONE SERVICE AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR SAID IMPROVEMENTS.

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Charter Ordinance duly passed with more than a 2/3 vote of the entire governing body, and the Charter Ordinance was then duly numbered Charter Ordinance No. _____, was signed by the Mayor and attested by the Clerk and was directed to be published once a week for two consecutive weeks in the official newspaper of the City.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Osage City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Osage County Herald-Chronicle* on October 3, 2024 and October 10, 2024)

CHARTER ORDINANCE NO. ____

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAGE CITY KANSAS, FROM THE PROVISIONS OF K.S.A. 12-834 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO IMPROVEMENTS FOR GAS, WATER, ELECTRIC LIGHT, HEATING AND STREET RAILWAY OR TELEPHONE SERVICE AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR SAID IMPROVEMENTS.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

WHEREAS, the City of Osage City, Kansas (the “City”) is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 12-834 is an enactment of the Kansas Legislature relating to the issuance of bonds for the purposes of purchasing, constructing or extending works for natural gas, water, electric light, heating, or street-railway or telephone service, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-834, and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-834, and shall be governed by the substitute and additional provisions contained herein.

Section 2. Bonds for gas, water, light, heat, street-railway or telephone service. The governing body of the City, by resolution duly adopted, may authorize and direct the issuance of general obligation bonds of the City to acquire, purchase, construct, extend or improve equipment, works, buildings or facilities, or any combination of the foregoing, for the purpose of supplying the City and its inhabitants with natural gas, water, electric light, or heating, or street-railway or telephone service, which bonds shall be issued according to law. The provisions of this Charter Ordinance are supplemental to other statutes relating to the purchase, reconstruction, acquisition, improvement or extension of such improvements and shall not prevent the City from using other available statutes.

Such resolution may, but is not required to, contain a provision that the issuance of bonds be subject to: (a) a provision that the resolution be published one time in the official City newspaper, and if within 30 days after the date of publication of the resolution, a petition in opposition to the issuance of the bonds, signed by not less than 10% of the qualified electors of the City, is filed with the City Clerk, the

City shall not have the authority to issue the bonds until such question is submitted to the electors of the City at a special election called for that purpose or at the next general election, and approved by a majority of the electors of the City voting at such election; or (b) approval by a majority of the electors of the City voting on such question at a special election called for that purpose or at the next general election. If **subsection (a)** is inapplicable, or if **subsection (a)** is applicable, but no written protest is filed pursuant to **subsection (a)**, or if bonds are approved at an election as provided in **subsection (a)** or **(b)**, the City may proceed to issue the bonds. Any election required by this section shall be conducted in the manner set forth in K.S.A. 10-120 by the election officer of Osage County

Section 3. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 4. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED with at least a two-thirds (2/3) vote of the entire governing body of City of Osage City, Kansas, on September 24, 2024 and signed by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Property	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Donnie Bailey, Asst. Facilities Superintendent	BY:KH

ITEM:

Concrete Estimate at Fire Department

BACKGROUND:

Replacing concrete slab in front of Fire Department

Quality Built Construction

40'x82' Concrete slab 6" thick	\$29,025
20'x58' Concrete slab 6" thick	\$10,500
Total	\$39,525

Miller Construction

40'x82' Concrete slab 6" thick	\$27,183
20'x58' Concrete slab 6" thick	\$10,030
Total	\$37,213

The city has a competitive bidding and local preference policy. I have provided a copy for your review. We do have a 5% local bid preference.

FISCAL NOTE:

We have \$40,000 budgeted in CIP for this project

COUNCIL ACTION:

- 1) To award a concrete bid
- 2) To reject all bids

STAFF RECOMMENDATION:

We recommend Quality Built Construction as they are a local business

MOTION:

I make a motion to approve _____'s bid in the amount of \$_____ for replacing the concrete slab in front of the Fire Department

Competitive Bidding and Local Preference Policy – 3-5.1

Competitive Bidding and Local Preference

Written competitive bids or price quotations are encouraged for the purchase of any capital items, construction contracts and/or repair contracts. Normally, a minimum of three (3) bids should be solicited. Local service, quality of work, quality of product, logistics, efficiency, and other similar judgment factors may be used in determining whether a bid provides the best value. A local preference bid option up to five percent (5%) higher than the lowest qualified bid received may be awarded. In order to maintain the most competitive environment, a local preference bid is not mandatory to be awarded.

Capital Items (Vehicles and Equipment, Buildings) that are specifically scheduled in the annual budget, and for which the cost exceeds \$10,000, shall be invitation to bid with bids monitored by the City Clerk or designee. The award of bids for these items shall be approved by the City Council.

Operating capital items of less than \$10,000 in value which have been included in the annual budget may be purchased on the authority of the City Manager. Competitive written price quotations from at least three vendors are encouraged. Bid tabulations should be attached to the invoice prior to payment and filing.

Construction contracts for capital improvements shall be approved by the City Council prior to execution, as should change orders exceeding \$10,000 net cost to the City. In all construction contracts, a final architects or engineers estimate shall be obtained based on final design parameters, immediately prior to distributing the invitation to bid.

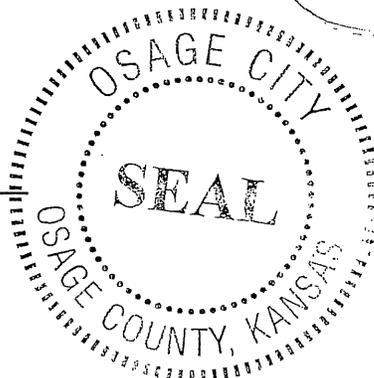
Contracts for professional services, or similar services or items of a nature which render development of detailed specifications difficult or as required by regulations; may be procured through the use of Requests for Proposals (RFP) and negotiation of those proposals. The City uses a qualifications based selection process for professional services.

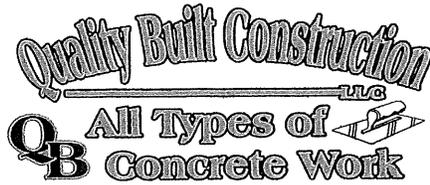
Adopted this 24th day of November, 2015.


Quintin Robert, Mayor

Attest:


Teresa Fultz, City Clerk





930 Laing St.
Osage City, KS 66523
(785) 528-3729/ (785) 528-3729 Fax

Bid Date: 09/12/2024.

To: City Of Osage City

Re: Concrete Estimate at Fire Department

This bid includes labor and material to complete the following work as stated below. It does not include any sitework unless specified in the bid. Due to the unprecedented times and the constant change in material prices, we will need to re-visit the cost of materials when we get closer to completing the work. This will need to be completed on your level pad.

- 40'X82' Concrete slab 6" thick
 - Reinforced with steel #4 rebar on 18" centers. **\$29,025**

- 20'X58' Concrete slab 6" thick **\$10,500**
 - Reinforced with steel #4 rebar on 18" centers.

If you have any questions, please call or email. Thank you!

Brad Meek
Owner, Quality Built Construction, LLC
Office: 785-528-3729 Cell: 785-640-7264
E-mail: bmeek@qualitybuiltconstruction.com

Jarred Meek
Quality Built Construction, LLC
Cell:785-219-1901
jmeek@qualitybuiltconstruction.com

ESTIMATE

Miller Construction
PO Box 423
Lebo, KS 66856

miller-construction@hotmail.com
+1 (620) 343-0717



Bill to
Gary Thompson

Ship to
Gary Thompson

Estimate details

Estimate no.: 1493
Estimate date: 08/16/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		6" Concrete Slab-4000 lb concrete	Fire house driveway	3198	\$8.50	\$27,183.00
2.		6" Concrete Slab-4000 lb concrete	Additional concrete at fire house	1180	\$8.50	\$10,030.00
3.		4" Concrete Slab	Pool Slab	1700	\$7.75	\$13,175.00
4.		Pump Truck	needed for pool slab	1	\$1,500.00	\$1,500.00
Total						\$51,888.00

Accepted date

Accepted by

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Property	APPROVED FOR AGENDA:
ITEM NO. 7	BY: Donnie Bailey, Asst. Facilities Superintendent	BY: KH

ITEM:

Concrete estimate at the Aquatic Center

BACKGROUND:

Adding concrete slab at the Aquatic Center
Quality Built Construction

1700 square foot concrete pad 4" thick \$12,095

Miller Construction

1700 square foot concrete pad 4" thick \$14,675

FISCAL NOTE:

We have funds available in the Aquatic Center CIP

COUNCIL ACTION:

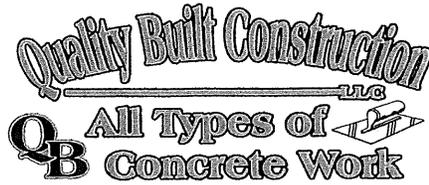
- 1) To award a concrete bid
- 2) To reject all bids

STAFF RECOMMENDATION:

We recommend Quality Built Construction as they are a local business, and they are the cheaper bid

MOTION:

I make a motion to approve _____'s bid in the amount of \$_____ for replacing the concrete slab at the Aquatic Center



930 Laing St.
Osage City, KS 66523
(785) 528-3729/ (785) 528-3729 Fax

Bid Date: 09/12/2024.

To: City of Osage City (Pool)

Re: Concrete Estimate

This bid includes labor and material to complete the following work as stated below. It does not include any sitework unless specified in the bid. Due to the unprecedented times and the constant change in material prices, we will need to re-visit the cost of materials when we get closer to completing the work. This will need to be completed on your level pad.

- Approximately 1700 square feet exterior concrete pad 4" thick
 - Reinforced with #4 steel rebar

Total: \$12,095

If you have any questions, please call or email. Thank you!

Brad Meek
Owner, Quality Built Construction, LLC
Office: 785-528-3729 Cell: 785-640-7264
E-mail: bmeek@qualitybuiltconstruction.com

Jarred Meek
Quality Built Construction, LLC
Cell: 785-219-1901
jmeek@qualitybuiltconstruction.com

ESTIMATE

Miller Construction
PO Box 423
Lebo, KS 66856

miller-construction@hotmail.com
+1 (620) 343-0717



Bill to
Gary Thompson

Ship to
Gary Thompson

Estimate details

Estimate no.: 1493
Estimate date: 08/16/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		6" Concrete Slab-4000 lb concrete	Fire house driveway	3198	\$8.50	\$27,183.00
2.		6" Concrete Slab-4000 lb concrete	Additional concrete at fire house	1180	\$8.50	\$10,030.00
3.		4" Concrete Slab	Pool Slab	1700	\$7.75	\$13,175.00
4.		Pump Truck	needed for pool slab	1	\$1,500.00	\$1,500.00
Total						\$51,888.00

Accepted date

Accepted by

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 8 & 9	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Accepting the interconnection agreement and changes to the electrical customer rates by adding large commercial and alterations to industrial rates.

BACKGROUND:

After the council reviewed the interconnection agreement in July, we were asked to meet with the industrial committee and hold a town hall meeting to inform the customers about changes to our utilities. After that was completed, Greg Wright and Dale met with the commercial customers who would be changing from a commercial rate structure to a large commercial rate structure. During those meetings, no concerns were raised. We also met with ORBIS to talk about their changes. The manager was happy with the changes.

FISCAL NOTE:

COUNCIL ACTION:

- 1) To accept the Interconnection Standard and pass an ordinance reflecting the new rates as established by it
- 2)
- 2) To reject the Interconnection Standard
- 3) Table the discussion to the next meeting

STAFF RECOMMENDATION:

To adopt the Interconnection Standard and approve the Ordinance No. 1688

MOTION #1 & #2:

1. I make a motion to adopt the Interconnection Standard
2. I make a motion to approve Ordinance No. 1688

ORDINANCE NO. 1618

AN ORDINANCE ESTABLISHING ELECTRIC CUSTOMER USER RATES AND REPEALING ORDINANCE ~~1593~~1618. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAGE CITY, KANSAS,

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

Section 1.

15-301 CHARGES; RESIDENTIAL USERS.

(a) For customers served within the corporate boundaries of the City, the following charges shall be effective with the first billing after ~~May~~ October 1-15, 2024:

(1) A rate of \$0.08836 per KWH consumed and a Customer Meter Charge of \$~~133.00~~ during each monthly billing period.

(b) For customers served beyond the corporate boundaries of the City, the following charges shall be effective with the first billing after ~~May~~ October 1-15, 2024:

(1) A rate of \$0.09277 per KWH consumed and a Customer Meter Charge of \$~~133.665~~ during each monthly billing period.

15-302 CHARGES; SMALL COMMERCIAL USERS

(a) For customers served within the corporate boundaries of the City, the following charges shall be effective with the first billing after October 1 ~~May 1-15~~, 2024:

(1) A rate of \$0.08836 per KWH consumed and a Customer Meter Charge of \$~~13~~13.00 during each monthly billing period.

(b) For customers served beyond the corporate boundaries of the City, the following charges shall be effective with the first billing after October 1~~May 15, 2024~~~~12~~:

(1) A rate of \$0.09277 per KWH consumed and a Customer Meter Charge of \$~~133~~3.65 during each monthly billing period.

15-303 CHARGES; LARGE COMMERCIAL CUSTOMER DEMAND AND ENERGY Users RATE

(a) For customers served within the corporate boundaries of the City and who have a peak demand that exceeds 30 kW anytime within a calendar year ~~choose to take service under a~~ ~~demand and energy rate,~~ the following charges shall be effective with the first billing after October 1, 2024~~May 15, 2012~~.

(1) A demand rate of \$10.50 per kW for the billing demand

(a) The billing demand shall be the greater of
50 kW, or 50% of the highest billing demand established during the previous 12 months, or the actual metered kW registered over the highest 15 minute period in the current billing period.

(2) An energy rate of \$0.055 per kWh consumed during the monthly billing period

(3) A customer meter charge of \$ ~~133~~3.00 during each monthly billing period

(4) Customers must take service under this rate for a 12 month period and can only change rate schedules once per calendar year.

(b) For customers served beyond the corporate boundaries

of the City and who have a peak demand that exceeds 30 kW anytime within a calendar year ~~choose to take service under a~~

~~demand and energy rate~~, the following charges shall be effective with the first billing after October 1, 2024~~May 1, 2012~~.

(1) A demand rate of \$11.03 per kW for the billing demand

(a) The billing demand shall be the greater of 50kW, or 50% of the highest billing demand established during the previous 12 months, or the actual metered kW registered over the highest 15 minute period in the current billing period.

(2) An energy rate of \$0.0578 per kWh consumed during the monthly billing period

(3) A customer meter charge of \$ ~~13.65~~3.65 during each monthly billing period

(4) Customers must take service under this rate for a 12 month period and can only change rate schedules once per calendar year.

15-304 CHARGES, ~~RESIDENTIAL AND COMMERCIAL CUSTOMER BEHIND THE METER GENERATION RATE~~

~~(a) For customers served within the corporate boundaries of the City and who choose to install "Behind the meter" generation and require to take service under a demand and energy rate, the following charges shall be effective with the first billing after November 1, 2017.~~

~~(1) A demand rate of \$10.50 per kW for the billing demand~~

~~(a) The billing demand shall be the greater of 50% of the~~

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0"

~~highest billing demand established during the previous 12 months, or the actual metered kW registered over the highest 15 minute period in the current billing period.~~

~~(2) An energy rate of \$0.055 per kWh consumed during the monthly billing period~~

~~(3) A customer meter charge of \$ 13.00 during each monthly billing period~~

~~(4) Customers must take service under this rate for a 12 month period and can only change rate schedules once per calendar year.~~

~~(b) For customers served beyond the corporate boundaries of the City and who choose to take service under a demand and energy rate, the following charges shall be effective with the first billing after May 1, 2017.~~

~~(1) A demand rate of \$11.03 per kW for the billing demand~~

~~(a) The billing demand shall be the greater of 50% of the highest billing demand established during the previous 12 months, or the actual metered kW registered over the highest 15 minute period in the current billing period.~~

~~(2) An energy rate of \$0.0578 per kWh consumed during the monthly billing period~~

~~(3) A customer meter charge of \$ 13.65 during each monthly billing period~~

~~(4) Customers must take service under this rate for a 12 month period and can only change rate schedules once per calendar year.~~

~~(5) Residential customers on this rate will have their excess production that gets sent back to the City grid, will have it netted against actual energy consumption within a billing month. Commercial users can select whether they want to have energy netted against their consumption or compensated at City determined system~~

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0"

~~average energy only cost avoided~~

15-307 HIGH LOAD FACTOR RATE

- (a) The following charges shall be made beginning with the first billing after May 15, 2012 for electrical energy supplied by the city to qualifying large business users that have an annual minimum energy usage of 5.0 million KWH, and further meet the loadfactor requirements described in Subparagraph (2).

quarterly
and will
city's
generate
operation and

(1) A rate of \$0.005 per KWH over the actual cost of energy per kilowatt hour (KWH). The actual cost of energy will be calculated on a basis over a 1-year rolling average, include the total delivered cost of the purchased power and the cost of fuel to power on site, plus all relevant maintenance cost.

below
monthly
respectively
City will bill
difference,
actual Operation
established over the
Loadfactors will be
following formulas:

(2) The High Load Factor rate requires an annual minimum energy usage of 5.0 million KWH, with an annual load factor of 65%, and a monthly loadfactor of 60%. If annual usage falls this minimum amount or the annual or loadfactor falls below 65% or 60%, for any calendar year month, the and collect the additional KWH charged at \$0.005 per KWH, plus and Maintenance (O&M) cost previous 12 months. calculated using the

% Monthly Loadfactor=

$$\frac{\text{Actual KWHS} \times 100}{((\text{Actual Demand}) \times (\# \text{ days in monthly billing cycle}) \times (24))}$$

% Annual Loadfactor=

$$\frac{\text{Actual KWHS} \times 100}{((\text{Peak Demand in June through September}) \times (\# \text{ days in annual billing cycle}) \times (24))}$$

(3) CAPACITY CHARGE:

kW,
the
15
Billing capacity shall be the greater of 500 or 50% of the highest billing capacity established during the previous 12 months, or actual metered KW registered over the highest minutes period in the billing months.

per
(a) Billing capacity charge is \$3.00 per KW billing month.

|
applied
(4) For High Load Factor Rate Customers served within the corporate boundaries of the City a Customer Meter Charge of \$135.00 will be applied during each monthly billing period.

applied
(5) For High Load Factor Rate Customers served beyond the corporate boundaries of the City a Customer Meter Charge of \$13.65 will be applied during each monthly billing period.

number
any given
(6) The City reserves the right to limit the of customers served under this rate at time.

15-308 ENERGY COST ADJUSTMENT (ECA)

(a) For all electric users served, within the corporate boundaries of the City:

be
The rates for energy for all rate schedules shall increased or decreased by \$0.00001 per KWH for each \$0.00001 increase or decrease in the aggregate cost of energy per KWH as computed by the following formula:

$$\left(\left(\frac{\text{The actual total purchased power cost for the previous twelve months}}{\text{The actual total KWHs purchased over the previous twelve months}} \right) - \left(\frac{\text{The total cost of power}}{\text{base period}} \right) \right)$$

*107.6% = ECA

all
Load
is

This Energy Cost adjustment will be applicable to retail rate schedules offered by the City, with the exception of any customers served under the High Factor Rate. The cost of power during base period is \$0.0271 per KWH and the average system loss factor is 107.6%.

- (b) For all electric users served outside the corporate boundaries of the City:

The rates of energy for all rate schedules shall be increased or decreased by \$0.00001 per KWH for each \$0.00001 increase or decrease in the aggregate cost of energy per KWH as computed by the following formula:

$$\left(\left(\frac{\text{The actual total purchased power cost for the previous twelve months}}{\text{The actual total KWHs purchased over the previous twelve months}} \right) - \left(\frac{\text{The total cost of power}}{\text{base period}} \right) \right)$$

*112.6% = ECA

all
Load
is

This Energy Cost adjustment will be applicable to retail rate schedules offered by the City, with the exception of any customers served under the High Factor Rate. The cost of power during base period is \$0.0271 per KWH and the average system loss factor is 112.6%.

Previous Ordinances No. 1593 is hereby repealed.

PASSED AND APPROVED this 24th day of _October ,2017.

Quintin Robert
Mayor

ATTEST:

Teresa Fultz
City Clerk

ORDINANCE NO. 1688

AN ORDINANCE ESTABLISHING ELECTRIC CUSTOMER USER RATES AND REPEALING ORDINANCE 1618. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAGE CITY, KANSAS,

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

Section 1.

15-301 CHARGES; RESIDENTIAL USERS.

(a) For customers served within the corporate boundaries of the City, the following charges shall be effective with the first billing after October 1, 2024:

(1) A rate of \$0.08836 per KWH consumed and a Customer Meter Charge of \$13.00 during each monthly billing period.

(b) For customers served beyond the corporate boundaries of the City, the following charges shall be effective with the first billing after October 1, 2024:

(1) A rate of \$0.09277 per KWH consumed and a Customer Meter Charge of \$13.65 during each monthly billing period.

15-302 CHARGES; SMALL COMMERCIAL USERS

(a) For customers served within the corporate boundaries of the City, the following charges shall be effective with the first billing after October 11, 2024:

- (1) A rate of \$0.08836 per KWH consumed and a Customer Meter Charge of \$13.00 during each monthly billing period.

(b) For customers served beyond the corporate boundaries of the City, the following charges shall be effective with the first billing after October 1, 2024:

- (2) A rate of \$0.09277 per KWH consumed and a Customer Meter Charge of \$13.65 during each monthly billing period.

15-303 CHARGES; LARGE COMMERCIAL CUSTOMER Users

(a) For customers served within the corporate boundaries of the City and who have a peak demand that exceeds 30 kW anytime within a calendar year, the following charges shall be effective with the first billing after October 1, 2024.

- (1) A demand rate of \$10.50 per kW for the billing demand

(a) The billing demand shall be the greater of 50 kW, or 50% of the highest billing demand established during the previous 12 months, or the actual metered kW registered over the highest 15 minute period in the current billing period.

- (2) An energy rate of \$0.055 per kWh consumed during the monthly billing period

- (3) A customer meter charge of \$ 13.00 during each monthly billing period

- (4) Customers must take service under this rate for a 12 month period and can only change rate schedules once per calendar year.

(b) For customers served beyond the corporate

boundaries of the City and who have a peak demand that exceeds 30 kW anytime within a calendar year, the following charges shall be effective with the first billing after October 1, 2024.

- (1) A demand rate of \$11.03 per kW for the billing demand
 - (a) the actual metered kW registered over the highest 15 minute period in the current billing period.
- (2) An energy rate of \$0.0578 per kWh consumed during the monthly billing period
- (3) A customer meter charge of \$ 13.65 during each monthly billing period
- (4) Customers must take service under this rate for a 12 month period and can only change rate schedules once per calendar year.

15-304 repealed

15-307 HIGH LOAD FACTOR RATE

- (a) The following charges shall be made beginning with the first billing after May 15, 2012 for electrical energy supplied by the city to qualifying large business users that have an annual minimum energy usage of 5.0 million KWH, and further meet the loadfactor requirements described in Subparagraph (2).
- (1) A rate of \$0.005 per KWH over the actual cost of energy per kilowatt hour (KWH). The actual cost of energy will be calculated on a quarterly basis over a 1-year rolling average, and will include the total delivered cost of the city's purchased power and the cost of fuel to generate power on site, plus all relevant operation and maintenance cost.

(2) The High Load Factor rate requires an annual minimum energy usage of 5.0 million KWH, with an annual load factor of 65%, and a monthly loadfactor of 60%. If annual usage falls below this minimum amount or the annual or monthly loadfactor falls below 65% or 60%, respectively for any calendar year month, the City will bill and collect the additional KWH difference, charged at \$0.005 per KWH, plus actual Operation and Maintenance (O&M) cost established over the previous 12 months. Loadfactors will be calculated using the following formulas:

% Monthly Loadfactor=

$$\frac{\text{Actual KWHS} \times 100}{((\text{Actual Demand}) \times (\# \text{ days in monthly billing cycle}) \times (24))}$$

% Annual Loadfactor=

$$\frac{\text{Actual KWHS} \times 100}{((\text{Peak Demand in June through September}) \times (\# \text{ days in annual billing cycle}) \times (24))}$$

(3) CAPACITY CHARGE:

Billing capacity shall be the greater of 500 kW, 50% of the highest billing capacity established during the previous 12 months, or the actual metered KW registered over the highest 15-minutes period in the billing months.

(a) Billing capacity charge is \$3.00 per KW per billing month.

(4) For High Load Factor Rate Customers served within the corporate boundaries of the City a Customer Meter Charge of \$13.00 will be applied during each monthly billing period.

(5) For High Load Factor Rate Customers served beyond the corporate boundaries of the City, A customer Meter Charge of \$13.65 will be

applied during each monthly billing period.

- (6) The City reserves the right to limit the number of customers served under this rate at any given time.

15-308 ENERGY COST ADJUSTMENT (ECA)

- (a) For all electric users served, within the corporate boundaries of the City:

The rates for energy for all rate schedules shall be increased or decreased by \$0.00001 per KWH for each \$0.00001 increase or decrease in the aggregate cost of energy per KWH as computed by the following

Formula:

$$\left(\left(\frac{\text{The actual total purchased power cost for the previous twelve months}}{\text{The actual total KWHs purchased over the previous twelve months}} \right) - \left(\begin{array}{l} \text{The total cost} \\ \text{of power} \end{array} \right) \right)$$

during base period

*107.6% = ECA

This Energy Cost adjustment will be applicable to all retail rate schedules offered by the City, with the exception of any customers served under the High Load Factor Rate. The cost of power during base period is \$0.0271 per KWH and the average system loss factor is 107.6%.

- (b) For all electric users served outside the corporate boundaries of the City:

The rates of energy for all rate schedules shall be increased or decreased by \$0.00001 per KWH for each \$0.00001 increase or decrease in the aggregate cost of energy per KWH as computed by the following formula:

$$\left(\left(\frac{\text{The actual total purchased power cost for the previous twelve months}}{\text{The actual total KWHs purchased over the previous twelve months}} \right) - \left(\begin{array}{l} \text{The total cost} \\ \text{of power} \end{array} \right) \right)$$

during

base period

*112.6% = ECA

This Energy Cost adjustment will be applicable to all retail rate schedules offered by the City, with the exception of any customers served under the High Load Factor Rate. The cost of power during base period is \$0.0271 per KWH and the average system loss factor is 112.6%.

Previous Ordinances No. 1489 is hereby repealed.

PASSED AND APPROVED this 24th day of _September 24th ,2024.

Brian Stromgren
Mayor

ATTEST:

Amy Woodward
City Clerk

**Interconnection Standards for
Installation and Parallel Operation of
Customer-Owned Renewable
Electric Generation Facilities
25 kW_{AC} or Less for Residential Service and
200 kW_{AC} or Less for Commercial Service**

City of Osage City, Kansas

September 18th, 2024

[Model Standards by Kansas Municipal Utilities]

CONTENTS

PART 1. OVERVIEW.....	1
1. PURPOSE	1
2. DEFINITIONS.....	1
3. ELIGIBILITY.....	4
4. INTERCONNECTION REQUEST.....	4
5. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS.....	4
6. SYSTEM UPGRADES	7
7. INTERCONNECTION AGREEMENT	7
8. CODES AND PERMITS.....	7
9. CERTIFICATE OF COMPLETION.....	8
10. NORMAL OPERATION.....	8
PART 2. TECHNICAL REQUIREMENTS	9
1. CHARACTER OF SERVICE	9
2. CODE REQUIREMENTS	9
3. GENERATION FACILITY CONTROL.....	9
4. LIMITS SPECIFIC TO SINGLE-PHASE GENERATING FACILITIES	9
5. SYSTEM PROTECTION	10
6. FAULT CURRENT DISCONNECTION.....	10
7. RECLOSING COORDINATION.....	11
8. EXTERNAL GENERATOR AC DISCONNECT SWITCH.....	11
9. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY.....	11
10. ACCESS AND INSPECTION BY UTILITY	12
11. GENERATION FACILITY OPERATION	13
12. RIGHT TO DISCONNECT GENERATION FACILITY.....	14
13. RATES AND OTHER CHARGES.....	15
14. INSURANCE	15

15. LIMITATION OF LIABILITY AND INDEMNIFICATION 16

16. EFFECTIVE TERM AND TERMINATION RIGHTS 16

17. TERMINATION OF ANY APPLICABLE PRIOR AGREEMENT 17

18. FORCE MAJEURE 17

PART 3. INTERCONNECTION APPLICATION 19

PART 4. INTERCONNECTION AGREEMENT 25

PART 5. CERTIFICATE OF COMPLETION 29

PART 6. PERMISSION TO OPERATE 30

PART 7. RENEWABLE ENERGY PARALLEL GENERATION APPLICATION FOR SERVICE 31

PART 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for eligible residential and commercial customers (“Customer”) to interconnect and operate Customer-owned inverter-based solar and wind Generation Facilities with a rated output of 25 kilowatts AC (kW_{AC}) or less for residential service and 200 kilowatts AC (kW_{AC}) or less for commercial service in parallel with the City of Osage City (“Utility”) Electric Distribution System.

2. DEFINITIONS:

- a. **AC** – Alternating Current
- b. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including the Ordinances of the City of Osage City and **[Utility Electric Rates and Regulations]**.
- c. **City** – The City of Osage City, Kansas.
- d. **Customer** – a Residential or Commercial electric customer interconnected to the Electric Distribution System for the purpose of receiving retail electric service that also owns and operates an approved Generation Facility.
- e. **DC** – Direct Current
- f. **Electric Distribution System** – The Utility facilities and equipment used to provide electric service to customers, including the Customer.
- g. **Generation Facility** – For purposes of these Interconnection Standards, the Customer device for conversion of solar and wind energy to electricity, as identified in the Interconnection Application, that:
 1. Is an inverter-based energy facility with a rated capacity and output of 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or less for Commercial Service when including any storage capabilities;
 2. Is owned by the Customer;
 3. Is located on the Customer’s premises;
 4. Serves only the Customer’s premises (serves no other customers)
 5. Is interconnected with and operates in parallel phase and synchronization with the Electric Distribution System and is in compliance with these Interconnection Standards;
 6. Is sized primarily to offset part of the Customer’s own electrical energy requirements;

7. Contains a Utility-approved mechanism(s) that automatically disconnects the Generation Facility and interrupts the flow of power to the Electric Distribution System in the event that electric service to the Customer is interrupted.
8. Meets all of the following generating capacity limitations:
 - a. Generator annual energy generation shall not exceed Customer's annual energy requirements.
 - b. Customer's Generator Facility in kW_{AC} shall not exceed Customer's average monthly demand or estimated average annual demand when historical demand (kW) meter readings are unavailable for the previous 12-month period starting January 1 and ending December 31, or 25 kW_{AC} for residential and 200 kW_{AC} for commercial, whichever is less. Customer's estimated average annual demand shall be calculated by using said customer's historical annual energy usage in kWh divided by 8,760 hours and further dividing by 35% if demand meter readings are not available.
 - c. Total Customer-owned generating capacity shall not exceed four percent (4%) of the previous year Utility peak demand. No Generation Facility shall be interconnected that would cause total Customer-owned Generation Facility capacity to exceed four percent (4%) of the previous year Utility peak demand.
- h. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any Affiliate thereof.
- i. **Harmonic Distortion** – Distortion of the normal AC sine wave typically caused by non-linear loads or inverters.
- j. **Initial Operation Date** – The date on which the Generation Facility is operating and is in compliance with the requirements of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or less for Commercial Service as determined by the Utility.
- k. **Interconnection** – The point of common coupling (PCC) of a Generation Facility to the Utility Electric Distribution System.

- l. **Interconnection Application** – The Customer request to interconnect a new Generation Facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing Generation Facility that is interconnected with the Electric Distribution System.
- m. **Interconnection Standards** – Interconnection Standards shall mean all provisions, forms and related documents described in the collective parts of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for residential service and 200 kW_{AC} or Less for Commercial Service, or successor document.
- n. **Metering Point** – The Utility electric meter as shown on the one-line diagram accompanying the Customer’s Interconnection Application.
- o. **Party** – Individually the Utility and the Customer; collectively the “Parties.”
- p. **Prudent Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region by the electric utility industry.
- q. **Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Prudent Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- r. **Renewable Parallel Generation Residential Service rate schedule and Renewable Parallel Generation Commercial rate schedule Osage City Ks** – Included in ordinance No. [XXXXXXXXXX]
- s. **System Upgrades** – Additions, modifications, improvements, and upgrades to the Electric Distribution System or Customer service connection at or beyond the point of interconnection to make ready the Customer Generation Facility.
- t. **Utility** – City of Osage City, Kansas
- u. **Voltage Flicker** – A variation of voltage sufficient in duration to allow visual observation of a change in electric light source intensity, per IEEE 1455.

3. ELIGIBILITY:

- a. Must be a Residential or Commercial electric customer with a Customer-owned inverter-based renewable energy Generation Facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter or meters) and single-phase standard voltage or three phase standard voltage as provided by the utility furnished through a single bidirectional electric meter or multiple meters capable of recording the flow of electricity in each direction. Specific metering shall be at Utility discretion.
- b. Customer's utility account must be in good standing and in compliance with Utility electric rate schedules and Electric Rules and Regulations.
- c. A Generation Facility that does not meet all requirements, including capacity limitations, of Section 2g., above, is not eligible to interconnect with the Electric Distribution System under this Interconnection Agreement.

4. INTERCONNECTION REQUEST:

The Customer shall request interconnection of a Generation Facility by completing and submitting to the Utility the attached document entitled "Interconnection Application". The Utility may require additional information or clarification to evaluate the Customer Interconnection Request. Interconnection Applications will be reviewed by the Utility in the order in which they are received. If an Interconnection Application is viewed as deficient, the Utility will provide notice to the Customer that the Application is incomplete or inconsistent and the application does not meet the interconnection standard, provide a description of the information needed to perfect the Application, and include a statement that processing of the Application cannot begin until the Application is sufficient.

5. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS:

The purpose of the Distribution System Impact Analysis is to determine if the Generation Facility will have an adverse impact on the Electric Distribution System equipment. If the proposed Generation Facility meets all of the requirements in a. through k. below, it will not be necessary to prepare a Feasibility Analysis and the proposed Generation Facility maybe installed without further analysis. After receiving a properly completed Interconnection Application, the Utility will analyze the potential impact of the proposed Generation Facility on the Electric Distribution System and on other Utility customers. Such analyses will be based on Prudent Utility Practice to determine thermal effects, voltage ranges, power quality, system stability, etc., and will include the following:

- a. The Customer Generation Facility's proposed interconnection point is on a radial distribution circuit and not a transmission line.

- b. The proposed Generation Facility complies with IEEE 1547 and UL 1741 or successor standards.
- c. The proposed Generation Facility's capacity in aggregation with other generation on the distribution circuit shall not exceed 15 percent (15%) of the total circuit peak demand (kW) as most recently measured at the substation during the previous 12-month period; nor shall it exceed 15 percent (15%) of a distribution circuit line section annual peak demand (kW).
- d. The proposed Generation Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 percent (10%) to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the proposed interconnection point.
- e. The proposed Generation Facility, in aggregation with other generation located on the distribution circuit, may not cause any distribution protective devices and equipment (including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the electric distribution system to be exposed to fault currents exceeding 85 percent (85%) of the short circuit interrupting capability.
- f. No additional Generation Facilities shall be interconnected on a circuit that equals or exceeds 85 percent (85%) of its short circuit interrupting capability.
- g. No Generation Facility shall be interconnected that would cause the total interconnected Customer-owned Generating Facility capacity to exceed four percent (4%) of the previous year Utility system peak demand.
- h. When a proposed Generation Facility is single-phase and is to be interconnected on a center tap neutral on a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 percent of the nameplate rating of the service transformer.
- i. The proposed Generation Facility installation must be certified to pass an applicable non-islanding test or use reverse power relays or other means to meet IEEE 1547 unintentional islanding requirements.
- j. A review of the type of electrical service provided to the Customer, including line configuration, and the transformer connection, will be conducted to limit the potential for creating over voltages on the Electric Distribution System due to a loss of ground during the operation time of any anti-islanding function.
- k. When the proposed Generation Facility is to be interconnected on a single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed Generation Facility, shall not exceed ten kilowatts (10 kW_{AC}).

Feasibility Analysis

If the proposed Generation Facility fails to meet one or more of the above requirements, the Customer may request that the Utility complete an analysis to determine the feasibility of interconnecting the proposed Generation Facility to the Electric Distribution System. The Feasibility Analysis shall include:

1. Initial identification of any upstream protection device short-circuits capability limits exceeded as a result of the interconnection.
2. Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.
3. Initial review of grounding requirements and system protection.
4. A description and nonbinding estimated cost of facilities required to interconnect the Generation Facility to the Electric Distribution System in a safe and reliable manner.

The actual cost of the Feasibility Analysis shall be paid by the Customer. The Utility will provide an estimated cost of the Feasibility Analysis to Customer and Customer shall advance 50% of such estimate to Utility if Customer wants Utility to prepare a Feasibility Analysis. When Feasibility Analysis cost exceeds 50% of the estimated cost, Utility shall bill Customer as such fees are incurred.

System Impact Study

If the Feasibility Analysis concludes that interconnection of the proposed Generation Facility would create an adverse system impact, a System Impact Study is required.

A System Impact Study shall evaluate the impact of the proposed Generation Facility interconnection on the safety and reliability of the Electric Distribution system. The study shall:

1. Identify and detail the system impacts that result if the proposed Generation Facility is interconnected without project or system modifications.
2. Consider the adverse system impacts or potential impacts identified in the Feasibility Analysis.
3. Consider all Generating Facilities that, on the date the System Impact Study is commenced, are directly interconnected with the Electric Distribution System.
4. Consider pending Interconnection Applications of Generation Facilities requesting interconnection to the Electric Distribution System.

The System Impact Study shall consider the following criteria:

1. A load flow study.

2. A short circuit analysis.
3. A stability analysis.
4. Voltage drop and flicker studies.
5. Protection and set point coordination studies.
6. Grounding reviews.

The Utility shall state the underlying assumptions of the Study and share the results of the analyses with the Customer, including the following:

1. Any potential impediments to providing the requested interconnection service.
2. Any required Electric Distribution System Make Ready and the estimated cost and time to engineer and construct said System Make Ready.

The actual cost of the System Impact Study shall be paid by the Customer. The Utility will provide an estimated cost of the System Impact Study to Customer and Customer shall advance 50% of such estimate to the Utility if Customer wants the Utility to prepare a System Impact Study. When System Impact Study cost exceeds 50% of the estimated cost, the Utility shall bill Customer as such fees are incurred.

6. SYSTEM MAKE READY:

The Utility shall not be obligated to make upgrades or improvements to its Electric Distribution System to accommodate the Customer's Generation Facility. Where System Upgrades are required prior to interconnection of the Generation Facility as identified in the System Impact Study, the Utility will provide the Customer with an estimated schedule and the Customer's cost for said System Upgrades.

7. INTERCONNECTION AGREEMENT:

After the Customer and the Utility have identified and mutually agreed on the project scope including the Generation Facility, System Upgrades and estimated costs (if any), the Customer and the Utility shall execute the attached document entitled "Interconnection Agreement." The Interconnection Agreement shall be between the Utility and the Customer and shall not include third parties. Prior to commencement of System Upgrades required to allow interconnection of the Customer-owned Generation Facility, Customer shall deposit with the Utility an amount equal to the estimated cost of said System Upgrades. See "Section 4. Interconnection Costs" of the Interconnection Agreement (Part 4) for additional information.

8. CODES AND PERMITS:

- a. The Customer shall be responsible for procuring all building, operating, environmental or other permits for the Generation Facility and for the necessary

ancillary structures to be installed that are required by any Governmental Authority having jurisdiction.

- b. The Generation Facility and interconnecting equipment shall meet all requirements in "Part 2. Technical Requirements" of these Interconnection Standards.
- c. The construction and facilities shall meet all applicable building and electrical codes.

9. CERTIFICATE OF COMPLETION:

Upon completion of the Generation Facility and prior to the Initial Operation Date of said Facility, the Customer shall complete and submit a signed copy of the attached document entitled "Certificate of Completion."

10. NORMAL OPERATION:

The Customer may begin initial operation of the Generation Facility upon receipt of written approval from the Utility..

PART 2. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and single phase residential rate schedule or single or three phase commercial rate schedule that would apply if the Customer did not have an interconnected Generation Facility.

2. CODE REQUIREMENTS:

The Generation Facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and the Occupational Safety and Health Administration. Specific applicable codes are shown in Section 9 of this Part 2 below as "Standards for Interconnection, Safety and Operating Reliability."

3. GENERATION FACILITY CONTROL:

The control system of the Generation Facility shall comply with IEEE and UL specifications and standards for parallel operation with the Electric Distribution System and in particular as follows:

- a. Power output control system shall automatically disconnect from the Electric Distribution System upon loss of System voltage and shall not reconnect until System voltage has been restored.
- b. Power output control system shall automatically disconnect from the Electric Distribution System if System voltage fluctuates beyond plus or minus ten percent (10%).
- c. Power output control system shall automatically disconnect from the Electric Distribution System if the generator fails to operate within the operating frequency range of 59.3 – 60.5 Hz.
- d. Inverter output Harmonic Distortion shall meet IEEE and UL standards.
- e. The Generation Facility shall meet applicable IEEE and UL standards concerning impacts to the Electric Distribution System with regard to Harmonic Distortion, Voltage Flicker, power factor, direct current injection and electromagnetic interference.

4. LIMITS SPECIFIC TO SINGLE-PHASE GENERATION FACILITIES:

When connected to a single-phase transformer, the Generation Facility must be

installed such that the aggregated gross output is balanced between the two phases of the single-phase voltage and the maximum aggregated Gross Ratings for all the Generating Facilities shall not exceed the transformer rating.

4.1 LIMITS SPECIFIC TO THREE-PHASE GENERATION FACILITIES:

The applicant must balance the demand load and the Generation Facility as nearly as practical between all phases of a three-phase service. The difference in amperes between any two phases at the customer's peak load should not be greater than 10 percent or 50 amperes (at the service delivery voltage), whichever is greater; except that the difference between the load on the lighting phase of a four-wire delta service and the load on the power phase may be more than these limits. It will be the responsibility of the customer to keep the demand load balanced within these limits.

5. SYSTEM PROTECTION:

The owner of the customer owned generator is responsible for providing adequate protection to electric Utility facilities for conditions arising from the operation of generation under all Utility distribution system operating conditions. The owner is also responsible for providing adequate protection to its facility under any Utility distribution system operating condition whether or not its customer owned generator is in operation. Conditions may include but are not limited to:

- a. Loss of a single phase of supply.
- b. Distribution system faults,
- c. Equipment failures,
- d. Abnormal voltage or frequency,
- e. Lightning and switching surges,
- f. Excessive harmonic voltages,
- g. Excessive negative sequence voltages,
- h. Separation from supply,
- i. Synchronizing generation,
- j. Re-synchronizing the Owner's generation after electric restoration of the supply.

6. FAULT CURRENT DISCONNECTION:

The Generation Facility shall be equipped with protective equipment designed to automatically disconnect from the Electric Distribution System during fault current

conditions and remain disconnected until System voltage and frequency have stabilized.

7. RECLOSING COORDINATION:

The Generation Facility shall be coordinated with Electric Distribution System reclosing devices by disconnecting from the Electric Distribution System during de-energized Electric Distribution System operation. The Generation Facility shall remain disconnected until System voltage and frequency have stabilized.

8. EXTERNAL GENERATOR AC DISCONNECT SWITCH:

The Customer shall install an external alternating current (AC) disconnect switch within six (6) feet of the Utility electric meter(s) that is visible and readily accessible to Utility representatives at all times. This switch shall be clearly labeled as "Generator AC Disconnect Switch". The switch shall be capable of being locked in an open position and shall prevent the Generation Facility from supplying power to the Electric Distribution System while in the open position.

9. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY:

The interconnection of a Generation Facility and associated equipment to the Electric Distribution System shall meet the applicable provisions of the following publications or successor standards: **[This list is intended for the customer and its solar installer]**

- a. ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1547:
 1. IEEE Standard 519-2022, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 2. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. UL 1741 Standard for Inverters, Converters and Controllers for Use in Independent Power Systems
- c. ANSI/NFPA 70 (2023), National Electrical Code
- d. OSHA (29 CFR § 1910.269)
- e. IEEE Standard 929-2000, *IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*

- f. IEEE Standard C37.90.1-2012, *IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems*
- g. IEEE Standard C37.90.2 (2004), *IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers*
- h. IEEE Standard C37.108-2021, *IEEE Guide for the Protection of Network Transformers*
- i. IEEE Standard C57.12.44-2014, *IEEE Standard Requirements for Secondary Network Protectors*
- j. IEEE Standard C62.41.2-2002, *IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits*
- k. IEEE Standard C62.45-2002, *IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits*
- l. IEEE Standard 100-2000, *IEEE Standard Dictionary of Electrical and Electronic Terms*
- m. ANSI C84.1-2020 *Electric Power Systems and Equipment— Voltage Ratings (60 Hertz)*
- n. NEMA MG 1-1998, *Motors and Generators, Revision 3 (2002)*
- o. IEEE Standard 2030.2-2015, *Guide for the Interoperability of Energy Storage Systems Integrated with the Electric Power Infrastructure (Including use of IEEE 2030.3 testing protocols to establish conformity).*

10. ACCESS AND INSPECTION BY UTILITY:

Customer shall provide the Utility reasonable opportunity to inspect the Generation Facility prior to its interconnection and Initial Operation Date and to witness initial testing and commissioning of the Generation Facility. The Utility may witness any commissioning tests required by IEEE 1547/UL 1741.

Following initial testing and inspection of the Generation Facility and upon reasonable advance notice to Customer, the Utility shall have access at all reasonable times to the Generation Facility to perform on-site inspections to verify that the installation, maintenance and operation of the Generation Facility complies with the requirements of these Interconnection Standards. A third-party licensed electrical inspector is required to do an inspection that will be completed at the owner's expense, completed by other than the installer, to provide to the City that it complies with these interconnection standards set within this document. The Utility shall not be responsible for any cost the Customer may incur as a result of such inspection(s). Upon written request, the Customer shall inform the Utility of the next scheduled maintenance and allow the Utility to witness the maintenance program and any associated testing. The Utility shall at all times have immediate access

to the external Generator AC Disconnect Switch to isolate the Generation Facility from the Electric Distribution System

11. GENERATION FACILITY OPERATION:

- a. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facility in parallel with the Electric Distribution System. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facility. Upon request from the Utility, Customer shall supply copies of periodic test reports or inspection logs, which maybe requested annually.
- b. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facility from any condition or disturbance on the Electric Distribution System, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- c. Customer agrees that, without prior written permission from the Utility, no changes shall be made to the configuration of the Generation Facility as approved by the Utility, and no relay or other control or protection settings shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facility complies with Utility-approved settings.
- d. Customer shall operate the Generation Facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load fluctuation characteristics or to otherwise interfere with the operation of the Electric Distribution System. At all times when the Generation Facility is operated in parallel with the Electric Distribution System, Customer shall operate said Generation Facility in such a manner that no disturbance will be produced thereby to the service rendered by the Utility to any of its other customers or to any electric system interconnected with the Electric Distribution System. Customer understands and agrees that the interconnection and operation of the Generation Facility pursuant to these Interconnection Standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the Utility.
- e. Customer's control equipment for the Generation Facility shall immediately, completely, and automatically disconnect and isolate the Generation Facility from the Electric Distribution System in the event of a fault on the Electric Distribution System, a fault on Customer's electric system, or loss of a source or sources on the Electric Distribution System. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until

after service is restored on the Electric Distribution System. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer's electric system.

12. RIGHT TO DISCONNECT GENERATION FACILITY:

The Utility shall have the right and authority to disconnect and isolate the Generation Facility without notice at Utility's sole discretion if the Utility believes that any of the following has occurred or is occurring:

- a. Electric service to Customer's premises is discontinued for any reason;
- b. Adverse electrical effects (such as power quality problems) on the Electric Distribution System and/or the electrical equipment of other Utility customers attributed to the Generation Facility as determined by the Utility.
- c. Electric Distribution System emergencies or maintenance requirements
- d. Hazardous conditions existing on the Electric Distribution System as a result of the operation of the Generation Facility or protective equipment
- e. Failure of the Customer to obtain and maintain required insurance and to provide the Utility with proof of insurance within ten (10) days of request.
- f. Utility identification of uninspected or unapproved equipment or modifications to the Generation Facility after initial approval.
- g. Recurring abnormal operation, substandard operation or inadequate maintenance of the Generation Facility.
- h. Noncompliance with the obligations under the Interconnection Agreement. In non-emergency situations, the Utility shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to disconnecting and isolating the Generation Facility.
- i. Failure to remit payment to the Utility for any amounts owed, including but not limited to, amounts invoiced pursuant to Paragraph 15 of this Agreement.
- j. In the event that the Utility disconnects the Generation Facility for routine maintenance, the Utility shall make reasonable efforts to reconnect the Generation Facility as soon as practicable.
- k. The Customer retains the option to temporarily disconnect its Generation Facility from the Electric Distribution System at any time. Such temporary disconnection shall not constitute termination of the Interconnection Agreement unless the Customer exercises its termination rights under Section 16 of Part 2.

13. **RATES AND OTHER CHARGES:**

- a. Customer must participate in the Renewable Parallel Generation – Residential Service rate schedule or Renewable Generation – Commercial Service rate schedule as a condition of interconnecting a Customer-owned Generating Facility. **[Osage City Rate Structure Ordinance 1836]**
- b. Customer must complete and submit to the Utility the Renewable Energy Parallel Generation Application for Service in Part 7. The Utility shall not approve a Customer-owned Generation Facility Interconnection Application that does not include a completed Renewable Energy Parallel Generation Application for Service.
- c. Terms and conditions of service are contained in the Renewable Parallel Generation – Residential Service rate schedule, Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential service and 200 kW_{AC} or Less for Commercial service.
- d. Customer must participate in the electric Utility's Renewable Parallel Generation – Residential Service rate schedule or Renewable Parallel Generation – Commercial Service Rate Schedule if the customer wishes to receive credit for any excess energy generated by the customer and delivered to the Utility.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees and court fees, relating to or arising from any act or omission in its performance of the Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the Utility or the City of Osage City be liable for any indirect, special, consequential, or punitive damages.

b. Indemnity

Customer assumes all liability for, and shall indemnify, defend and hold the Utility and the City of Osage City harmless from, any and all claims, losses, costs, and expenses of any kind or character, direct or indirect, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, labor costs, and all other obligations by or to third parties arising out of or resulting from the design, construction, operation or maintenance of the Generation Facility, or the Customer's actions or omissions in breach of its obligations under the Interconnection Agreement. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Utility monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to Utility property; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. If the Utility or the City of Osage City incurs any costs as to which the indemnity provided in this section applies, the Utility or City of Osage City shall invoice the Customer for such costs in writing. Customer shall remit payment to the Utility or the City of Osage City, as appropriate, within 45 calendar days of the date of such invoice.

15. EFFECTIVE TERM AND TERMINATION RIGHTS:

The Interconnection Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Section. The Interconnection Agreement may be terminated for the following reasons:

- a. Electric service to Customer's premises is discontinued for any reason. If electric service is disconnected for any reason or a change occurs in the account holder, a new Interconnection Application must be submitted to the electric Utility for consideration;

- b. Customer may terminate the Interconnection Agreement at any time by giving the Utility at least sixty (60) days' prior written notice stating Customer's intent to terminate the Agreement at the expiration of such notice period;
- c. the Utility may terminate the Interconnection Agreement at any time following Customer's failure to generate energy from the Generation Facility in parallel with the Electric Distribution System by the later of two (2) years from the date of execution of the Interconnection Agreement or during any twelve (12) month period following completion of the interconnection provided for by the Agreement;
- d. the Utility may terminate the Interconnection Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event the Customer generates and delivers to the Utility more energy than Customer consumes within a calendar year for two consecutive years or more.
- e. either Party may terminate the Interconnection Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of the Interconnection Agreement or these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential service and 200 kW_{AC} or less for Commercial service, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or,
- f. The Utility may terminate the Interconnection Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting the Agreement.

Upon termination of the Interconnection Agreement, Customer's Generation Facility shall be permanently disconnected from the Electric Distribution System.

Termination of the Interconnection Agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of said termination.

16. TERMINATION OF ANY APPLICABLE PRIOR AGREEMENT:

From and after the date when service commences under the Interconnection Agreement, the Agreement shall supersede any oral and/or written agreement or understanding between the Utility and Customer concerning the interconnection service covered by the Agreement. Any such prior agreement or understanding shall be deemed to be terminated as of the date interconnection service commences under the Interconnection Agreement.

17. FORCE MAJEURE:

For purposes of the Interconnection Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force

Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Kansas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

If either Party is rendered wholly or partially unable to perform its obligations under the Interconnection Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under the Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

City of Osage City Ks

**Customer-owned renewable Electric Generation Facility 25 kW_{AC} or Less
for Residential Service and 200 kW_{AC} or Less for Commercial Service**

This Application for Interconnection of a Customer-Owned Renewable Electric Generation Facility 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or less for Commercial Service is considered complete when it provides all applicable and correct information required below. The__ electric Utility may require additional information or clarification to evaluate the Interconnection Application. Processing of this Application cannot begin until all information is complete.

Processing Fee

A non-refundable processing fee of \$250 must accompany this Application.

Customer

Name: _____ Utility Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Is the Generation Facility owned by the Customer listed above? Yes No

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Generation Facility Information

Location (if different from above): _____

Inverter Manufacturer: _____

Model _____

Nameplate Rating: (kW_{AC}) _____ (kVA_{AC}) _____

System Design Capacity: (kW_{AC}) _____ (kVA_{AC}) _____

Energy Source: Solar Wind Battery/Storage

Is the Generation Facility equipment IEEE 1547/UL 1741 Certified? Yes No

[Note: Requires a Yes for an application to be considered complete.]

If Yes, attach manufacturer's documentation and technical specification sheet showing IEEE 1547/UL 1741 certification.

Have all necessary government permits and approvals been obtained for the project prior to this application?

Yes No [Note: Requires a yes for an application to be considered complete.]

Is Utility Accessible External Generator AC Disconnect Switch Provided? (Required) Yes No

Location of Accessible External Generator AC Disconnect Switch _____
(e.g. Two feet west of utility electric meter)

Estimated Generation Facility Installation Date: _____

Estimated Generation Facility Initial Operation Date: _____

List components of the Generation Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Equipment Installation Contractor: Indicate installation by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Contact Person (If other than Above): _____

_____ Telephone (Daytime): _____

_____ (Evening): _____ Facsimile Number: _____

_____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Provide a one-line diagram of the Generation Facility. The one-line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols. See attached example.

Provide a site layout of the Generation Facility and nearby features. The site layout is a basic drawing showing the location of the Generation Facility, electric Utility Electric meter, AC and DC disconnect switches, existing electrical panels, disconnects, and utility transformers, conduit/conductor runs and lockout locations.

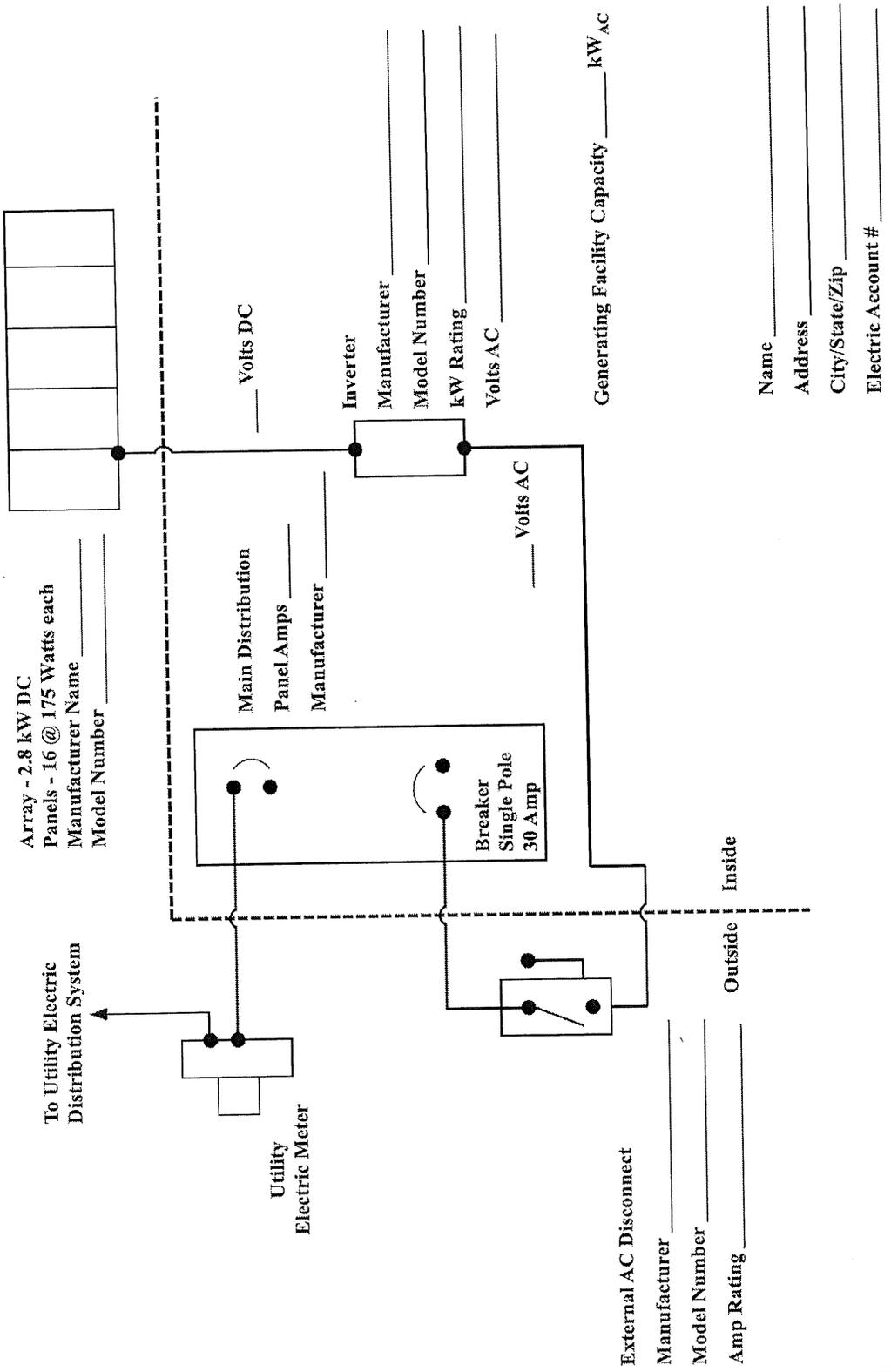
Copies of manufacturer's specification sheets for all Generation Facility equipment, inverters, and other proposed Generation Facility equipment must be submitted with this Application.

Customer Signature

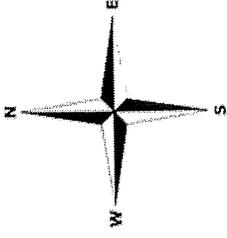
I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the City of _ (Utility) Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or less for Commercial Service and will return the Certificate of Completion to the Utility when the Generation Facility has been installed and prior to commencing operation of said Generation Facility.

Signature: _____ Date: _____

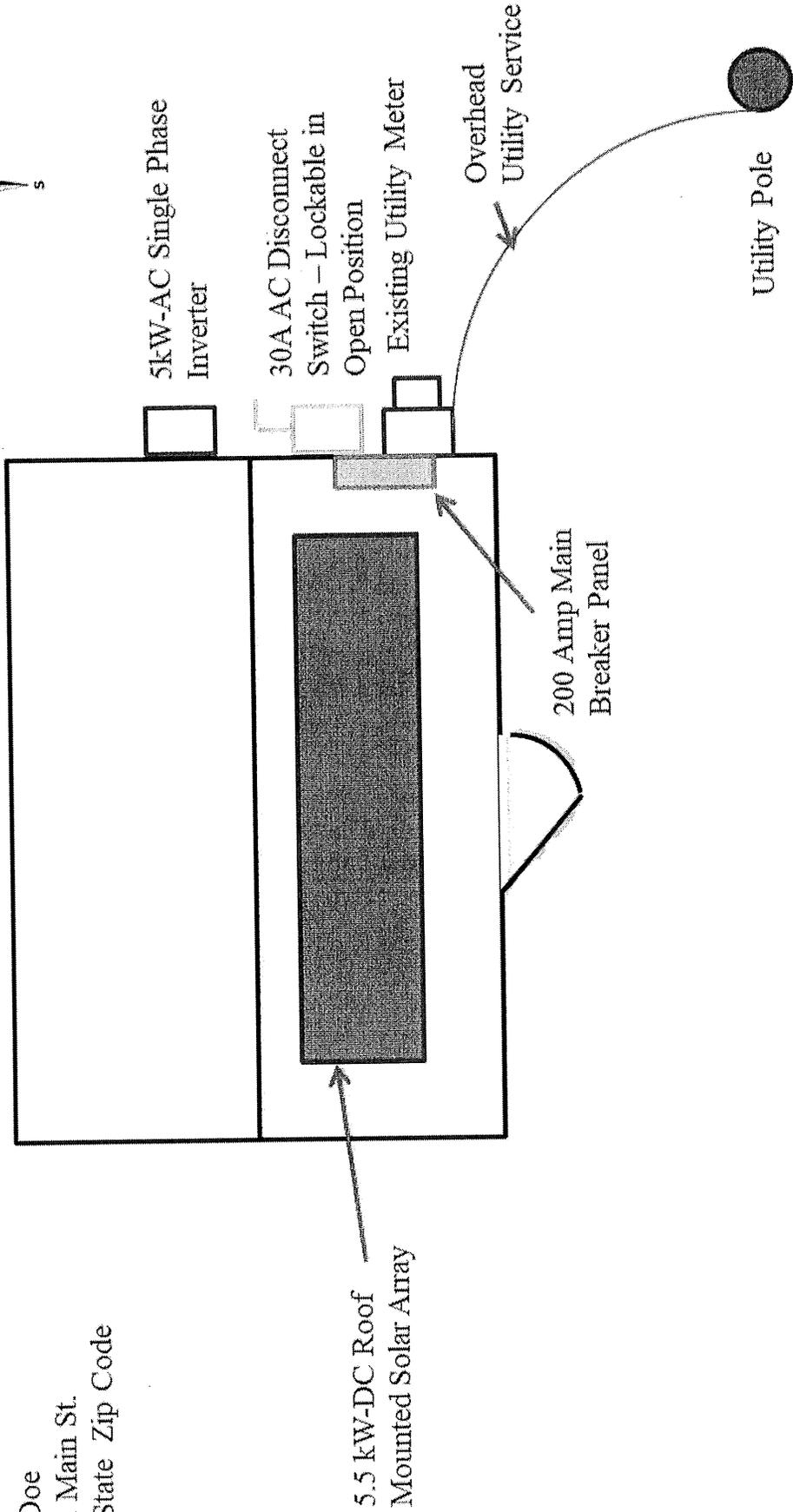
One Line Diagram Example



Sample Site Layout



JohnDoe
111 E. Main St.
City, State Zip Code



E. Main St.

City of Osage City, Kansas

Customer-Owned Renewable Electric Generation Facility 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service

This Agreement, (“**Agreement**”) is entered into by and between the City of Osage City, Kansas (“**Utility**”) and _____, (“**Customer**”). The Customer electric account subject to this Agreement is Account Number _____. Customer and Utility are referenced in this Agreement collectively as “**Parties**” and individually as “**Party.**”

Recitals

WHEREAS, the Utility owns and operates an Electric Distribution System serving the City of Osage City, Kansas, and surrounding area;

WHEREAS, Customer owns or desires to install, own and operate a Utility-approved renewable, electric Generation Facility with a rated output of 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or less for Commercial Service, interconnected with and operating in parallel with the Utility Electric Distribution System;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT:

This Agreement governs the terms and conditions under which the Generation Facility will interconnect with and operate in parallel with the Electric Distribution System.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in Part 1, Section 2 of the Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service.

3. PARALLEL OPERATION:

Customer shall not interconnect or commence parallel operation of the Generation Facility until written Approval to Energize the Generation Facility under Part 6 of these Interconnection Standards has been provided by the Utility. The Utility shall

have the right to have representatives present during initial testing of the Generation Facility and its protective apparatus.

4. INTERCONNECTION COSTS:

The Utility has estimated the costs, including overheads, for necessary System Upgrades to its Electric Distribution System and Customer service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated System Upgrade costs. Prior to commencement of System Upgrades that are required to allow interconnection of the Customer- owned Generation Facility, Customer shall deposit with the Utility an amount equal to the estimated cost of said System Upgrades. If the actual costs of said System Upgrades are less than the amount deposited by the Customer, the Utility shall refund the difference to the Customer within 60 days of completing said System Upgrades. If the actual costs of said System Upgrades exceed the amount deposited by the Customer, the Utility shall bill the Customer for the difference. Customer agrees to pay the invoiced amount within 30 days of the invoice date. The utility will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research. All costs related to installation of said meter or meters shall be borne by the Customer.

5. INTERRUPTION OR REDUCTION OF DELIVERIES:

The Utility may require the Customer to interrupt or reduce energy deliveries when the Utility determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of maintenance, safety, emergency, Force Majeure or compliance with Prudent Utility Practice. No compensation or credit will be provided to the Customer by the Utility for such interruptions or reductions in energy deliveries.

6. ADVERSE OPERATING EFFECTS:

The interconnection of the Generation Facility shall not reduce the reliability and quality of Utility Electric Distribution System service. This includes, but is not limited to power quality issues such as Harmonic Distortion, Voltage Flicker and frequency deviations. The Utility shall notify the Customer as soon as practicable if, based on Prudent Utility Practice, operation of the Generation Facility causes disruption in or deterioration of service to other Utility electric customers or if operating the Generation Facility could damage the Electric Distribution System. If, after notice, the Customer fails to timely remedy the adverse operating effect, the Utility may disconnect the Generation Facility with no further notice.

7. COMPLIANCE WITH INTERCONNECTION STANDARDS REQUIREMENTS:

Customer has read the Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service, as adopted by the Utility, and agrees to comply with all requirements included therein, including, but not limited to, all insurance and indemnity provisions identified in Paragraphs 14 and 15 therein.

8. ACCESS TO PREMISES:

The Utility shall have access to the Customer premises or property and to the External AC Generator Disconnect Switch as permitted in its policies, Rules and Regulations and Interconnection Standards.

9. GOVERNING LAW:

This Agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of _____
Regulations].

10. DOCUMENTS:

Osage City , and **[Utility Electric Rates and**

This Agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service as the same may be amended from time to time.

11. NOTICES:

All written notices shall be directed as follows:

Customer:

Name:

Address:

City/State/Zip: _____

City of Osage City :

Name:

Title:

City/State/Zip:

12. TERM OF AGREEMENT:

This Agreement shall be in effect when executed by the Customer and the City of Osage City and shall remain in effect thereafter month to month unless terminated in accordance with the provisions of Section 16 of "Part 2 Technical Requirements".

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Customer:

City of Osage City:

Signature

Signature

Print Name

Print Name and Title

Date

Date

City of Osage City

Customer-Owned Renewable Electric Generation Facility

Is the Generation Facility installed, tested and ready for operation? Yes _____ No _____

Customer: _____ Utility Account Number: _____

Address: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Location of the Generation Facility (if different from above):

Has the Generation Facility been installed in accordance with all applicable building codes, permits and ordinances (if applicable)? Yes _____ No _____

Electrician/Service Company:

Name: _____

Address: _____ City/State/Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date electric Utility approved Interconnection Application _____

Application Number: _____

Inspection:

The Generation Facility has been installed and inspected in compliance with all applicable electrical codes.

A copy of the signed electrical inspection form is attached. Yes No *(If inspection form is not attached)*

Signature of Inspector: _____ Date: _____

Printed name of Inspector

Insurance:

The Generation Facility is covered with an insurance policy as described in the Technical Requirements, 14 and 15. A copy of proof of insurance is attached. Yes No

City of Osage City

Customer-Owned Renewable Electric Generation Facility

The City of Osage City, having entered into an Interconnection Agreement for the Generation Facility described in the Application noted by number above and having received a Certificate of Completion with proper documentation of the electrical inspection hereby authorizes the Generation Facility to be energized:

Electric Utility Signature: _____

Title: _____ Date: _____

PART 7. RENEWABLE ENERGY PARALLEL GENERATION APPLICATION FOR SERVICE

Application No. _____

City of Osage City

Customer Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Utility Account Number: _____

Contact Person: _____

Telephone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

This application is for electric service under the City of Osage City ("Utility") Renewable Parallel Generation – Residential Service rate schedule or Renewable Parallel Generation – Commercial Service for the above customer ("Customer"). The Customer Generation Facility is a renewable energy Generation Facility as defined in Utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service.

The Generation Facility qualifies for the Renewable Parallel Generation – Residential Service rate or Parallel Generation – Commercial Service rate schedule as it meets the definitions and requirements of said Interconnection Standards. Total rated output of the Generation Facility under the Renewable Parallel Generation – Residential Service rate schedule, is _____ kW_{AC}. Customer acknowledges that he/she has read the rate schedule and agrees to all terms and conditions contained therein, including without limitation those specified in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service. Specifically, the Customer understands and agrees that an electric meter or meters capable of registering the flow of electricity in each direction must be in service at the facility. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research. All costs related to installation of said meter or meters shall be borne by the Customer. Customer acknowledges and agrees that operation of said Generation Facility is intended primarily to

offset part of Customer's electricity requirements, and that the Generation Facility is not sized to exceed the annual electric energy requirements of the Customer's premises. Customer further acknowledges and agrees that the Utility shall not provide credit for surplus energy generated by the Generation Facility under the Renewable Parallel Generation – Residential Service rate schedule or Renewable Parallel Generation – Commercial Service rate schedule that exceeds the Customer's annual energy consumption starting January 1 and ending December 31.

Requested By:

Approved By:

Customer Name

Name

Authorized Signature

Utility Signature

Date

Date

Rejected:

Name

Utility Signature

Reason for Rejection

Date

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/24/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 10	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Information Network of Kansas contract review for adding a new in office payment option for credit/debit cards

BACKGROUND:

We offer online payments for checks and credit/debit cards, and we take cash and check in the office. We feel like adding this option will give people another avenue for payment, especially new customers.

FISCAL NOTE:

NONE for the City of Osage City.

COUNCIL ACTION:

- 1) To approve the contract with Information Network Kansas for in-office enhance payment options
- 2) To reject the contract with Information Network Kansas for in-office enhance payment options

STAFF RECOMMENDATION:

To approve the contract

MOTION:

I make a motion to approve the contract with Information Network Kansas

INFORMATION NETWORK OF KANSAS

Electronic Government Service Contract with City of Osage City OS-001-000

This Contract is between Information Network of Kansas, (INK), by and through its agent for the purposes of this contract, Kansas Information Consortium, LLC, a Kansas corporation (KIC, or Manager), which serves as the INK Network Manager, and City of Osage City, State of Kansas (Partner).

Recitals

Partner desires to obtain a service for electronic commerce transactions, including online and counter payments (Payment Service), for collecting payment for its chargeable services to Kansas residents and businesses (collectively, Customers). The Payment Service agreed upon in this Contract will allow Customers to pay for Partner services (as described in Section 20) by credit card, electronic check or Automated Clearing House (ACH), (collectively, Electronic Payments).

INK agrees to make available and maintain services (as described in Section 20) to conduct Electronic Payments for Partner, through KIC, its Manager.

In consideration of the mutual covenants and agreements of the parties stated below, the parties agree as follows:

- 1) INTERFACE AND DATABASE DEVELOPMENT - Manager will provide a Partner-friendly interface to successfully accept and complete Partner services (as described in Section 20). Manager will establish a secure database to properly store the Electronic Payment Information (EPI). Manager will provide online access to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 2) SERVICE SUPPORT - Manager agrees to provide Level One support to designated Partner staff users who require access to the Payment Service. Level One support includes: i) answering Partner staff user questions; ii) resolving problems related to screen or report formats, codes, abbreviations, billing policy, error messages, and other access problems.
 - a) Partner accepts responsibility for Level Two support. Level Two support includes: Partner staff user and Customer questions relating to its operational processes, as well as Partner rules, regulations, policies and procedures applicable to the Payment Service.
 - b) Manager will participate in all meetings that the Partner identifies as necessary in order for Manager to provide Level One Support to the Partner. The Partner will supply Manager with all information necessary within Partner's control that will aid Manager to assist Partner staff users to the applicable level of support.

- 8) ONLINE SECURITY – Manager is responsible for online security consistent with online payment industry standards.
- 9) STANDARD USE MESSAGES – Manager shall comply with the STANDARD USE MESSAGES section of the INK Contract for Network Manager between INK and KIC and any amendments thereto.
- 10) CONFIDENTIALITY - EPI consists of Customer payment and account information regarding transactions with Partner, which is maintained and protected by Manager. Details of EPI shall be protected as confidential by Manager unless specifically not excepted by provisions of the Kansas Open Records Act K.S.A. 45-215 et seq. Payment details shall not be used for offering for sale property or services to anyone listed in the records or to anyone at any address listed in the records, as prohibited by K.S.A. 45-230 and K.S.A. 45-220(c).
- 11) NOTICES - All notices permitted or required by this Contract shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this contract.

Partner Mailing address: City of Osage City
201 South 5th
Osage City, KS 66523
Phone: (785) 528-3714
Fax:
Email: awoodward@osagecity.com

INK Mailing Address: INK Executive Director
Mill's Building
109 SW 9th Street, 3rd Floor
Topeka, KS 66612
Phone: (785) 296-2408

Manager Mailing Address: General Manager/Network Manager
Kansas Information Consortium, LLC
534 South Kansas Avenue, Suite 925
Topeka, KS 66603-3406
Phone: (785) 296-5275
Fax: (785) 296-5563
Email: generalmanager@ink.org

- 12) TERMINATION OF CONTRACT - Any party shall have the right to terminate this Contract for cause, subject to cure, by providing written notice of termination, to the other party. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Contract, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Contract. A reasonable period of time of up to sixty (60) days shall be given, unless another length of time is specified in this Contract, to cure breaches and deficiencies in the performance of obligations under this Contract. Substantial

- a) Electronic Check Payments—Manager, acting as the payment processor, will send the entire amount collected from the user on Partner’s behalf to the designated Partner bank account: Manager will send the entire portal processing fee amount to an account designated by INK. The portal processing fee to the Manager is outlined in Fee and Payment Schedule A. Funds will be disbursed to the appropriate Partner bank account within two (2) business days of Manager receiving such funds. Manager shall provide Partner and INK a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this Section 18 a.
- b) Credit Card Payments - - Manager will act as the payment processor. Manager’s credit card processing software will split the collected fee into two transactions: 1) the portal processing fee and 2) the Partner amount due. Manager will send the entire amount of the Partner amount due collected from the user to the designated Partner bank account, and will send the entire portal processing fee amount to an account designated by INK. The portal processing fee to Manager is outlined in Fee and Payment Schedule A. Funds will be disbursed to the appropriate Partner bank account within two (2) business days of INK receiving such funds. Manager shall provide Partner and INK a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this Section 18 b.
- c) Chargebacks, check returns and refunds--Manager will provide the Partner online access to a report detailing all chargebacks, check returns and refunds. All successful chargebacks, check returns and refunds will be deducted from partner disbursements based on the transaction date.
 - i) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner via the method provided by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
 - ii) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - ii) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- d) Manager will be responsible for all credit card merchant account fees and chargeback account fees for the Manager’s merchant ID and for the Partner merchant ID. Partner and Manager agree that Manager has the right to increase its portal processing fee if merchant fees charged to Manager increase, and/or if Partner increases its statutory/assessed fee, which will result in increased merchant fees to Manager. INK may request a fee increase to cover other costs as needed to support the service, which will be mutually agreed upon with Partner.

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of _____, 20__.

- 1) **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment nullified.
- 2) **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3) **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4) **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
- 5) **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- 6) **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7) **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.