

OSAGE CITY COUNCIL

Regular Meeting

November 26, 2024

7:00 p.m.

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

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- **MEETING ID:** 480-138-133
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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 November 12, 2024 Regular Meeting Minutes
2. Approval of Colton Jenkins to join the Planning and Zoning Committee

III. Business Before the Council

1. Phase 2 Sewer Improvement Project—Waldo Margheim, P.E., Burns & McDonnell
2. Final bills for the Star Block project close out (Action Required)—Rose Mary Saunders, Ranson
3. Hearing for 204 Lakin planter in the right-of-way (Action Required)—Ronnie and Regina Combs, Property Owner and Jim Welch, Code Administrator
4. Approve Ordinance 1693 to repeal Ordinance 1221 United Telephone Franchise fee (Action Required)—Katie Hodge, City Manager
5. Stormont Vail Lease Agreement 5-year renewal option (Action Required)—Katie Hodge, City Manager
6. Raising the demo reimbursement (Discussion & Potential Action)—Katie Hodge, City Manager
7. Approval of a contract with Governmental Assistance Services (G.A.S) apply for the Grid Resilience Grant



8. Potentially cancelling December 10, 2024 regularly scheduled council meeting and re-scheduling to December 17, 2024 at 7 pm due to potential lack of quorum
9. Cancel the December 24, 2024 regularly scheduled meeting due to the meeting landing on Christmas Eve (Action Required)—Katie Hodge, City Manager
10. Add Christmas Eve to the list of holidays for City Employees (Discussion/Potential Action Required)
11. Invitation to Chief Fred Nech's retirement party and last day with the City: December 17th at 12 pm
12. Invitation to the Annual Holiday lunch for the City Employees and Council Members

IV. Adjournment

Next Ordinance # 1694

Next Resolution # 1125

Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
November 12, 2024

ROLL CALL: Now on this 12th day of November 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, Kathy Ayers. Officials present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Sadie Boos, City Treasurer; Amy Woodward, City Clerk; Dale Schwieger, Utilities Director; Fred Hallowell, Street & Sanitation Superintendent; Jim Welch, Code Inspector. Others Present: John Idoux (Remote), Brightspeed; Vanessa Burkdoll; Sterling Hughs; Daniel Davis, Osage County Herald-Chronicle; Eileen Davis, Osage County Historical Society.

APPROVAL OF THE AGENDA:

Motion by Swarts, second by Houghton to approve the amended agenda. The motion was declared carried (8-0).

RECOGNITION OF VISITORS: Tyler Parsons, Flint Hills Beverage

APPROVAL OF THE CONSENT AGENDA:

1. Approval of October 22, 2024 Regular Meeting Minutes
2. Approval of October 22, 2024 Special Called Meeting Minutes

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

BUSINESS BEFORE THE COUNCIL:

1. Update from Eileen Davis on the South 9th Street Cemetery

Eileen Davis, with the Osage County Historical Society, shared with Mayor and Council a progress report for the work they are completing at the South 9th Street Cemetery. Significant progress has been made in cleaning up the cemetery. Davis also presented list of requests where help is needed from the City. The City will consider these requests and reply at a later date.

2. Progress Report from Vanessa Burkdoll on 204 Lord (Information)

Vanessa Burkdoll shared with Mayor and Council progress that has been made with property at 204 Lord Street. Code Inspector, Jim Welch, agrees progress has been made and agrees with the assessment of the sturdiness of the structures reported by Burkdoll. Burkdoll suggested options for the future of the property she is considering. Council agreed to give Burkdoll additional time to finalize those plans.

Motion by Houghton, second by Handly to allow Burkdoll until January 1, 2025 to report to Welch and Hodge the plans for the property to either sell or demolish. The motion was declared carried. (8-0).

3. Progress Report from Sterling Hughs on 277 Market (Information)

Sterling Hughs shared with Mayor and Council the progress he has made at the property. Welch agreed significant progress has been made with improvements to the property and little work remains.

Motion made by Gilliland to allow Hughs additional time to complete repairs and report back to Jim Welch, Code Administrator, by the last City Council meeting of 2024. The motion was declared carried (8-0).

4. Approval of the Killough Construction bid for milling and overlay of Main Street from 6th-7th Street (Action Required)—Fred Hallowell, Street Superintendent

Street & Sanitation Superintendent, Hallowell, shared with Mayor and Council the bid from Killough construction to complete milling and overlay of Main Street from 6th to 7th streets. The funds for this project have been set aside for several years, and the bid was under budget due to a need to fill work schedules for Killough.

Motion made by Houghton, second by Smith to approve the Killough mill and overlay bid, not to exceed \$45,000.00. The motion was declared carried (8-0).

5. Approval of the execution of the amended No. 2 loan agreement, Ordinance 1689 and supporting documents between the City of Osage City and Kansas Department of Health and Environment for KWPCRF Project No. C20 1677 01 (Phase 2 of the Sewer Improvement Project)—Katie Hodge, City Manager

City Manager, Hodge, reviewed with Mayor and Council the loan amendment to complete Phase 2 of the Sewer Improvement Project, contracted with Municipal Pipe Tool. The project was originally started by Utility Solutions.

Motion made by Smith, second by Tice to authorize Mayor Stromgren, on behalf of Osage City, to sign the Kansas Department of Health and Environment Amendment No. 2 loan agreement and supporting documents for KWPCRF Project No.: C20 1677 01. A roll call vote was completed. Yea: Swarts, Handly, Ayers, Tice, Bausman, Gilliland, Smith, Houghton. Ney: None. The motion was declared carried (8-0).

6. Authorize City Manager Katie Hodge to sign the USDA application and supporting documentation via the web RD Apply for Phase 5 of our Sewer Improvement Project (Action Required)—Sadie Boos, City Treasurer

City Manager, Hodge, explained that due to changes in how the State administers the program, there is a need to roll the funding into a loan from the USDA. Therefore, City Staff will need to complete the loan application for USDA.

Motion made by Tice, second by Handly to authorize City Manager, Katie Hodge, to sign and submit the USDA loan application and supporting documents through the RD Apply. The motion was declared carried (8-0).

7. Brightspeed project overview, Pole Agreement, and Franchise Fee Ordinance 1691 (Action Required)—John Idoux, Brightspeed and Dale Schwieger, Utilities Director

Utilities Director, Dale Schwieger shared the need to approve the franchise and pole attachment agreement with Brightspeed, replacing an outdated agreement with defunct United Telephone.

Motion made by Bausman, second by Gilliland to approve Ordinance No. 1691 establishing a Franchise agreement with Brightspeed. The motion was declared carried (8-0).

Motion made by Smith, second by Houghton to approve the Pole Attachment agreement with Brightspeed. The motion was declared carried (8-0).

8. Approval of the Ordinance No. 1690 Interconnection Agreement (Action Required)—Dale Schwieger, Utilities Director

Utilities Director, Dale Schwieger explained that the October 22nd, 2024 approval by Council to change the interconnection agreement related to the demand for solar sizing for commercial to 25%. Noting that residential demand for solar sizing is to remain the same at 35%. A formal Ordinance is required for this change.

Motion made by Tice, second by Ayers to approve Ordinance 1691 Interconnection agreement. The motion was declared carried (8-0).

9. Repeal Ordinance 1678 Net Metering Policy (Action Required)—Dale Schwieger, Utilities Director

Utilities Director, Dale Schwieger reviewed the need to repeal Ordinance 1678 with Ordinance 1692 regarding Net Metering.

Motion made by Tice, second by Smith to repeal the Net Metering Policy Ordinance 1678 with Ordinance 1692. The motion was declared carried (8-0).

10. 619 Market (Discussion)

A discussion was held to consider ideas for improvements and sale of 619 Market Street.

Motion made by Gilliland, second by Swarts to allow the City Manager to develop a plan for 619 Market to present to Council at a later date. The motion was declared carried (8-0).

ADJOURNMENT:

At the request of Council Member Bausman and on her motion, seconded by Council Member Smith and carried unanimously, the meeting adjourned.

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

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:

Notice to Proceed for the Sewer Project Phase 2 and Phase 4

BACKGROUND:

Phase 2 Sewer Project work will be performed by Infrastructure Solutions, LLC. This is finishing the work in the west side of our community.

Phase 4 Sewer Project work will be performed by Municipal Pipe Tool Co, LLC. This work will be on the east side to central side of our community

FISCAL NOTE:

COUNCIL ACTION:

1. Approve the Notice of Proceed for each contractor
2. Approve the Owner/Contractor Agreements for each project and contractor

STAFF RECOMMENDATION:

Approve the Notice of Proceed for each contractor

MOTION:

1. I make a motion to approve the contract with Infrastructure Solutions, LLC.
2. I make a motion to approve the Notice to Proceed for Infrastructure Solutions, LLC.
3. I make a motion to approve the contract with Municipal Pipe Tool Co., LLC
4. I make a motion to approve the Notice to Proceed for Municipal Pipe Tool Co., LLC

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: 2023 Sanitary Sewer Improvements
Burns & McDonnell Project No.: 134592
KWPCRF Project No.: C20 1677 01

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2024 by and between the City of Osage City, Kansas (hereinafter called Owner) and Infrastructure Solutions, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows:

Work includes, but is not limited to, installation of 16 – 4-foot diameter precast concrete manholes replacing existing manholes along existing alignments; installation, removal and replacement of approximately 3,104 linear feet of 8-inch diameter and 1,569 linear feet of 10-inch diameter SDR 26 PVC pipe and 377 linear feet of 8-inch diameter Class 50 ductile iron pipe; rehabilitation of 12 existing manholes by various methods; 40 linear feet of reinforced concrete encasement; pre- and post-construction internal CCTV inspection (approximately 6,393 linear feet and 6,986 linear feet, respectively) of 8- and 10-inch diameter sanitary sewer; erosion control; surface restoration; bypass pumping; traffic control; and all other appurtenances necessary to complete the project.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within three hundred (300) days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within three hundred thirty (330) days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

not as a penalty) Contractor shall pay Owner Seven Hundred Fifty dollars (\$750.00) for each day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Fifty dollars (\$750.00) for each day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:
- A. UNIT PRICE SCHEDULE: For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below:

BID FORM					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
A.	MOBILIZATION				
A-1	Mobilization	<u>L.S.</u>	<u>1</u>	<u>\$155,000.00</u>	<u>\$155,000.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

B.	INTERNAL CCTV SEWER PIPE INSPECTION				
B-1	<p>Pre-Construction Internal CCTV Sewer Pipe Inspection</p> <ul style="list-style-type: none"> • Manholes M2-14 to L16-1A (Line A; Dwg. C001) – 300 L.F. • Manholes L16-1A to L16-2A (Line A; Dwgs. C001 and C002) – 270 L.F. • Manholes L16-2A to L16-3A (Line A; Dwg. C002) – 280 L.F. • Manholes L16-3A to L16-4A (Line A; Dwg. C003) – 250 L.F. • Manholes M2-13 to L18-1A (Line C; Dwg. C008) – 524 L.F. • Manholes L18-1 to L18-2 (Line C; Dwgs. C008 and C009) – 481 L.F. • Manholes M2-13 to L17-1 (Line D; Dwg. C010) - 560 L.F. • Manholes L17-1 to L17-2 (Line D; Dwg. C011) – 531 L.F. • Manholes L17-2 to L17-2A (Line D; Dwg. C012) – 314 L.F. • Manholes L17-2A to L17-3 (Line D; Dwg. C012) – 166 L.F. • Manholes M2-11A to L20-1A (Line E; Dwg. C013) – 245 L.F. • Manholes L20-1A to L20-1B (Line E; Dwg. C013) – 150 L.F. • Manholes L20-1B to L20-1 (Line E; Dwg. C014) – 341 L.F. • Manholes L20-1 to L20-2 (Line E; Dwg. C015) – 415 L.F. • Manholes L20-2 to L20-3 (Line E; Dwg. C016) – 378 L.F. • Manholes L23-2 to L23-3 (Line F; Dwg. C017) – 260 L.F. • Manholes LB-2 to LB-6 (Line H; Dwg. C019) – 115 L.F. • Manholes LB-3 to LB-4 (Line H; Dwg. C020) – 433 L.F. • Manholes LB-4 to LB-5 (Line H; Dwg. C020) – 110 L.F. • Manholes M2-11 to L22-1A (Line K; Dwg. C023) – 270 L.F. 	<u>L.F.</u>	<u>6,393</u>	<u>\$3.00</u>	<u>\$19,179.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

B-2	<p>Post-Construction Internal CCTV Sewer Pipe Inspection</p> <ul style="list-style-type: none"> • Manholes M2-14 to L16-1A (Line A; Dwg. C001) – 300 L.F. • Manholes L16-1A to L16-2A (Line A; Dwgs. C001 and C002) – 270 L.F. • Manholes L16-2A to L16-3A (Line A; Dwg. C002) – 280 L.F. • Manholes L16-3A to L16-4A (Line A; Dwg. C003) – 250 L.F. • Manholes M2-13 to L18-1A (Line C; Dwg. C008) – 240 L.F. • Manholes L18-1A to L18-1 (Line C; Dwg. C008) – 284 L.F. • Manholes L18-1 to L18-2A (Line C; Dwg. C009) – 240 L.F. • Manholes L18-2A to L18-2 (Line C; Dwg. C009) – 241 L.F. • Manholes M2-13 to L17-1A (Line D; Dwg. C010) – 250 L.F. • Manholes L17-1A to L17-1 (Line D; Dwg. C010) – 310 L.F. • Manholes L17-1 to L17-1B (Line D; Dwg. C011) – 240 L.F. • Manholes L17-1B to L17-2 (Line D; Dwg. C011) – 291 L.F. • Manholes L17-2 to L17-2A (Line D; Dwg. C012) – 314 L.F. • Manholes L17-2A to L17-3 (Line D; Dwg. C012) – 166 L.F. • Manholes M2-11A to L20-1A (Line E; Dwg. C013) – 245 L.F. • Manholes L20-1A to L20-1B (Line E; Dwg. C013) – 150 L.F. • Manholes L20-1B to L20-1 (Line E; Dwg. C014) – 341 L.F. • Manholes L20-1 to L20-2 (Line E; Dwg. C015) – 415 L.F. • Manholes L20-2 to L20-3 (Line E; Dwg. C016) – 378 L.F. • Manholes L23-2 to L23-3 (Line F; Dwg. C017) – 260 L.F. • Manholes LB-2 to LB-6 (Line H; Dwg. C019) – 115 L.F. • Manholes LB-3 to LB-4 (Line H; Dwg. C020) – 433 L.F. • Manholes LB-4 to LB-5 (Line H; Dwg. C020) – 110 L.F. • Manholes M2-11 to L22-1A (Line K; Dwg. C023) – 270 L.F. 	<u>L.F.</u>	<u>6,986</u>	<u>\$3.00</u>	<u>\$20,958.00</u>
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SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

	<ul style="list-style-type: none"> • Manholes L-26-1 to L26-2 (Line N; Dwg. C031) – 593 L.F. 				
C.	SANITARY SEWER PIPE CONSTRUCTION AND REHABILITATION				
C-1	<p>8-Inch Diameter SDR 26 PVC Pipe – Unpaved</p> <ul style="list-style-type: none"> • Manholes M2-11A to L20-1A (Line E; Dwg. C013) – 245 LF • Manholes L20-1A to L20-1B (Line E; Dwg. C013) – 150 LF • Manholes L20-1B to L20-1 (Line E; Dwg. C014) – 13 LF • Manholes L23-2 to L23-3 (Line F; Dwg. C017) – 183 LF • Manholes LB-3 to LB-4 (Line H; Dwg. C020) – 122 L.F. 	<u>L.F.</u>	<u>713</u>	<u>\$295.00</u>	<u>\$210,335.00</u>
C-2	<p>8-Inch Diameter SDR 26 PVC Pipe – Paved</p> <ul style="list-style-type: none"> • Manholes L18-1A to L18-1 (Line C; Dwg. C008) – 11 L.F. • Manholes L18-1 to L18-2A (Line C; Dwg. C009) – 11 L.F. • Manholes L20-1B to L20-1 (Line E; C014) – 65 L.F. • Manholes L23-2 to L23-3 (Line F; C017) – 8 L.F. • Manholes LB-3 to LB-4 (Line H; Dwg. C020) – 15 L.F. • Manholes LB-4 to LB-5 (Line H; Dwg. C020) – 18 L.F. 	<u>L.F.</u>	<u>128</u>	<u>\$335.00</u>	<u>\$42,880.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

C-3	<p>8-Inch Diameter SDR 26 PVC Pipe – Gravel</p> <ul style="list-style-type: none"> • Manholes M2-13 to L18-1A (Line C; Dwg. C008) – 240 L.F. • Manholes L18-1A to L18-1 (Line C; Dwg. C008) – 273 L.F. • Manholes L18-1 to L18-2A (Line C; Dwg. C009) – 229 L.F. • Manholes L18-2A to L18-2 (Line C; Dwg. C009) – 240 L.F. • Manholes L20-1B to L20-1 (Line E; Dwg. C014) – 262 L.F. • Manholes L20-1 to L20-2 (Line E; Dwg. C015) – 414 L.F. • Manholes L23-2 to L23-3 (Line F; Dwg. C017) – 68 L.F. • Manholes LB-3 to LB-4 (Line H; Dwg. C020) – 123 L.F. • Manholes LB-4 to LB-5 (Line H; Dwg. C020) – 264 L.F. 	<u>L.F.</u>	<u>2,113</u>	<u>\$330.00</u>	<u>\$697,290.00</u>
C-4	<p>10-Inch Diameter SDR 26 PVC Pipe – Paved</p> <ul style="list-style-type: none"> • Manholes M2-13 to L17-1A (Line D; Dwg. C010) - 20 L.F. • Manholes L17-1A to L17-1 (Line D; Dwg. C010) – 9 L.F. • Manholes L17-1 to L17-1B (Line D; Dwg. C011) – 9 L.F. • Manholes L17-1B to L17-2 (Line D; Dwg. C011) – 12 L.F. • Manholes L17-2 to L17-2A (Line D; Dwg. C012) – 313 L.F. • Manholes L17-2A to L17-3 (Line D; Dwg. C012) – 166 L.F. 	<u>L.F.</u>	<u>529</u>	<u>\$400.00</u>	<u>\$211,600.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

C-5	10-Inch Diameter SDR 26 PVC Pipe – Gravel <ul style="list-style-type: none"> • Manholes M2-13 to L17-1A (Line D; Dwg. C010) – 230 L.F. • Manholes L17-1A to L17-1 (Line D; Dwg. C010) – 301 L.F. • Manholes L17-1 to L17-1B (Line D; Dwg. C011) – 231 L.F. • Manholes L17-1B to L17-2 (Line D; Dwg. C011) – 278 L.F. 	<u>L.F.</u>	<u>1,040</u>	<u>\$330.00</u>	<u>\$343,200.00</u>
C-6	8-Inch Diameter Class 50 Ductile Iron Pipe – Unpaved <ul style="list-style-type: none"> • Manholes L20-2 to L20-3 (Line E; Dwg. C016) – 134 L.F. 	<u>L.F.</u>	<u>134</u>	<u>\$500.00</u>	<u>\$67,000.00</u>
C-7	8-Inch Diameter Class 50 Ductile Iron Pipe – Paved <ul style="list-style-type: none"> • Manholes L20-2 to L20-3 (Line E; Dwg. C016) – 203 L.F. 	<u>L.F.</u>	<u>203</u>	<u>\$525.00</u>	<u>\$106,575.00</u>
C-8	8-Inch Diameter Class 50 Ductile Iron Pipe – Gravel <ul style="list-style-type: none"> • Manholes L20-2 to L20-3 (Line E; Dwg. C016) – 40 L.F. 	<u>L.F.</u>	<u>40</u>	<u>\$510.00</u>	<u>\$20,400.00</u>
C-9	8-Inch Diameter SDR 26 PVC Pipe – Gravel (Point Repair) <ul style="list-style-type: none"> • Manholes M2-14 to L16-1A (Line A; Dwg. C001) – 30 L.F. • Manholes L16-1A to L16-2A (Line A; Dwg. C001) – 25 L.F. • Manholes L16-2A to L16-3A (Line A; Dwg. C002) – 55 L.F. • Manholes L16-3A to L16-4A (Line A; Dwg. C003) – 20 L.F. • Manholes LB-2 to LB-6 (Line H; Dwg. C019) – 10 L.F. • Manholes M2-11 to L22-1A (Line K; Dwg. C023) – 10 L.F. 	<u>L.F.</u>	<u>150</u>	<u>\$900.00</u>	<u>\$135,000.00</u>
C-10	Line C Rock Excavation	<u>C.Y.</u>	<u>280</u>	<u>\$100.00</u>	<u>\$28,000.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

C-11	Deductive Allowance for Owner-Procured Pipe and Fittings	<u>L.S.</u>	<u>1</u>	<u>(\$37,500.00)</u>	<u>(\$37,500.00)</u>
D.	MANHOLE CONSTRUCTION				
D-1	4'-0" Diameter Manhole - Precast Concrete (0' to 8' depth) <ul style="list-style-type: none"> • Manhole L18-1A (Line C; Dwg. C008) • Manhole L18-1 (Line C; Dwgs. C008 and C009) • Manhole L18-2A (Line C; Dwg. C009) • Manhole L18-2 (Line C; Dwg. C009) • Manhole L17-1A (Line D; Dwg. C010) • Manhole L17-1 (Line D; Dwgs. C010 and C011) • Manhole L17-1B (Line D; Dwg. C011) • Manhole L17-2 (Line D; Dwgs. C011 and C012) • Manhole L17-2A (Line D; Dwg. C012) • Manhole L17-3 (Line D; Dwg. C012) • Manhole L20-1A (Line E; Dwg. C013) • Manhole L20-1B (Line E; Dwgs. C013 and C014) • Manhole L20-1 (Line E; Dwgs. C014 and C015) • Manhole L20-2 (Line E; Dwgs. C015 and C016) • Manhole L23-3 (Line F; Dwg. C017) • Manhole LB-4 (Line H; Dwg. C020) 	<u>Each</u>	<u>16</u>	<u>\$7,730.00</u>	<u>\$123,680.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

D-2	<p>4'-0" Diameter Manhole – Extra Depth</p> <ul style="list-style-type: none"> • Manhole L18-1A (Line C; Dwg. C008) – 5.7 V.F. • Manhole L18-1 (Line C; Dwgs. C008 and C009) – 4.0 V.F. • Manhole L18-2A (Line C; Dwg. C009) – 3.0 V.F. • Manhole L17-1 (Line D; Dwgs. C010 and C011) – 1.5 V.F. • Manhole L17-1B (Line D; Dwg. C011) – 1.1 V.F. • Manhole L20-1A (Line E; Dwg. C013) – 3.2 V.F. • Manhole L20-1B (Line E; Dwgs. C013 and C014) – 4.7 V.F. • Manhole L20-1 (Line E; Dwgs. C014 and C015) – 4.2 V.F. • Manhole L20-2 (Line E; Dwgs. C015 and C016) – 1.6 V.F. • Manhole L23-3 (Line F; Dwg. C017) – 3.1 V.F. • Manhole LB-4 (Line H; Dwg. C020) – 0.6 V.F. 	<u>V.F.</u>	<u>32.7</u>	<u>\$300.00</u>	<u>\$9,810.00</u>
D-3	Deductive Allowance for Owner-Procured Manhole Components	<u>L.S.</u>	<u>1</u>	<u>(\$15,500.00)</u>	<u>(\$15,500.00)</u>
E.	MANHOLE REHABILITATION				
E-1	<p>Replace Existing Frame and Cover with Standard Frame and Cover – Paved</p> <ul style="list-style-type: none"> • Manhole L23-2 (Line F; Dwg. C017) 	<u>Each MH</u>	<u>1</u>	<u>\$4,300.00</u>	<u>\$4,300.00</u>
E-2	<p>Replace Existing Frame and Cover with Standard Frame and Cover – Gravel</p> <ul style="list-style-type: none"> • Manhole M2-13 (Line C; Dwgs. C008 and C010) 	<u>Each MH</u>	<u>1</u>	<u>\$3,900.00</u>	<u>\$3,900.00</u>
E-3	<p>Replace Grade Adjustment – Gravel</p> <ul style="list-style-type: none"> • Manhole M2-13 (Line C; Dwgs. C008 and C010) 	<u>Each MH</u>	<u>1</u>	<u>\$535.00</u>	<u>\$535.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

E-4	Add Grade Adjustment – Paved <ul style="list-style-type: none"> Manhole L23-2 (Line F; Dwg. C017) 	<u>Each</u> <u>MH</u>	<u>1</u>	<u>\$535.00</u>	<u>\$535.00</u>
E-5	Rehabilitate Wall/Bench Joint with Flexible Liner <ul style="list-style-type: none"> Manhole LC-1 (Dwg. G003) 	<u>Each</u> <u>MH</u>	<u>1</u>	<u>\$3,100.00</u>	<u>\$3,100.00</u>
E-6	Chemical Grout Pipe Seals <ul style="list-style-type: none"> Manhole M2-14 (Line A; Dwg. C001 and Line B; Dwg. C004) Manhole L16-4A (Line A; Dwg. C003) Manhole L21-1 (Line L; Dwgs. C026 and C027) Manhole LC-1 (Dwg. G003) 	<u>Each</u> <u>MH</u>	<u>4</u>	<u>\$2,625.00</u>	<u>\$10,500.00</u>
E-7	Repair Bench and Trough <ul style="list-style-type: none"> Manhole L16-3A (Line A; Dwg. C002) Manhole L16-4A (Line A; Dwg. C003) 	<u>Each</u>	<u>2</u>	<u>\$1,630.00</u>	<u>\$3,260.00</u>
E-8	Install Cementitious Manhole Lining on Manhole L26-2 Bench (Line N; Dwg. C031)	<u>L.S.</u>	<u>1</u>	<u>\$5,040.00</u>	<u>\$5,040.00</u>
E-9	Remove Debris from Manhole M2-14 Interior (Line A; Dwg. C001 and Line B; Dwg. C004)	<u>L.S.</u>	<u>1</u>	<u>\$1,900.00</u>	<u>\$1,900.00</u>
E-10	Remove Debris from Manhole L22-1 Interior (Line K; Dwgs. C023 and C024)	<u>L.S.</u>	<u>1</u>	<u>\$1,900.00</u>	<u>\$1,900.00</u>
F.	SURFACE RESTORATION				
F-1	Line A Surface Restoration (Dwgs. C001, C002, and C003)	<u>L.S.</u>	<u>1</u>	<u>\$25,000.00</u>	<u>\$25,000.00</u>
F-2	Line B Surface Restoration (Dwg. C004)	<u>L.S.</u>	<u>1</u>	<u>\$875.00</u>	<u>\$875.00</u>
F-3	Line E Surface Restoration (Dwgs. C014, C015, and C016)	<u>L.S.</u>	<u>1</u>	<u>\$1,100.00</u>	<u>\$1,100.00</u>
F-4	Line G Surface Restoration (Dwg. C018)	<u>L.S.</u>	<u>1</u>	<u>\$500.00</u>	<u>\$500.00</u>
F-5	Line H Surface Restoration (Dwg. C020)	<u>L.S.</u>	<u>1</u>	<u>\$500.00</u>	<u>\$500.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

F-6	Line I Surface Restoration (Dwg. C021)	<u>L.S.</u>	<u>1</u>	<u>\$500.00</u>	<u>\$500.00</u>
F-7	Line J Surface Restoration (Dwg. C022)	<u>L.S.</u>	<u>1</u>	<u>\$8,000.00</u>	<u>\$8,000.00</u>
F-8	Line K Surface Restoration (Dwgs. C023, C024, and C025)	<u>L.S.</u>	<u>1</u>	<u>\$144,100.00</u>	<u>\$144,100.00</u>
F-9	Line L Surface Restoration (Dwg. C027)	<u>L.S.</u>	<u>1</u>	<u>\$37,000.00</u>	<u>\$37,000.00</u>
F-10	Line M Surface Restoration (Dwgs. C028 and C029)	<u>L.S.</u>	<u>1</u>	<u>\$81,000.00</u>	<u>\$81,000.00</u>
F-11	Line N Surface Restoration (Dwg. C031)	<u>L.S.</u>	<u>1</u>	<u>\$7,000.00</u>	<u>\$7,000.00</u>
F-12	Seal Cracks in Installed Concrete Panel Around Manhole LB-3 (Dwgs. C019 and C020)	<u>L.S.</u>	<u>1</u>	<u>\$500.00</u>	<u>\$500.00</u>
G.	MISCELLANEOUS				
G-1	Reinforced Concrete Encasement <ul style="list-style-type: none"> • Manholes M2-13 to L17-1A (Line D; Dwg. C010) – 20 L.F. • Manholes L17-2 to L17-2A (Line D; Dwg. C012) – 20 L.F. 	<u>L.F.</u>	<u>40</u>	<u>\$175.00</u>	<u>\$7,000.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

H.	INVESTIGATIONS	<u>Each</u>	<u>16</u>	<u>\$525.00</u>	<u>\$8,400.00</u>
H-1	Survey Manhole Rim and Invert Elevations <ul style="list-style-type: none"> • Manhole LB-6 (Line H; Dwg. C019) • Manhole LB-2 (Line H; Dwg. C019) • Manhole LB-3 (Line H; Dwg. C019 and C020) • Manhole LB-4 (Line H; Dwg. C020) • Manhole LB-5 (Line H; Dwg. C020) • Manhole M2-11 (Line K; Dwg. C023) • Manhole L22-1A (Line K; Dwg. C023) • Manhole L22-1 (Line K; Dwg. C023 and C024) • Manhole L22-2A (Line K; Dwg. C024) • Manhole L22-2 (Line K; Dwg. C024 and C025) • Manhole L22-3 (Line K; Dwg. C025) • Manhole L21-1 (Line L; Dwg. C026 and C027) • Manhole L21-2 (Line L; Dwg. C027) • Manhole M2-10 (Line M; Dwg. C028) • Manhole L24-1 (Line M; Dwg. C028 and C029) • Manhole L24-2 (Line M; Dwg. C029) 				

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

H-2	<p>Locate and Expose Manhole Cover</p> <ul style="list-style-type: none"> • Manhole M2-14 (Line A; Dwg. C001) • Manhole L16-1A (Line A; Dwg. C001) • Manhole L17-2A (Line D; Dwg. C005) • Manhole LB-6 (Line H; Dwg. C019) • Manhole LB-3 (Line H; Dwg. C019) • Manhole M2-11 (Line K; Dwg. C023) • Manhole L22-2A (Line K; Dwg. C024) • Manhole L22-2 (Line K; Dwgs. C024 and C025) • Manhole L21-2 (Line L; Dwg. C027) • Manhole M2-10 (Line M; Dwg. C028) • Manhole L24-1 (Line M; Dwgs. C028 and C029) 	<u>Each</u>	<u>11</u>	<u>\$1,000.00</u>	<u>\$11,000.00</u>
I. ALLOWANCES					
I-1	Manhole LB-6 Structure and/or Surface Repair Allowance (Line H; Dwg. C019)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
I-2	Manhole M2-11 Structure and/or Surface Repair Allowance (Line K; Dwg. C023)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
I-3	Manhole L22-2A Structure and/or Surface Repair Allowance (Line K; Dwg. C024)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
I-4	Manhole L22-2 Structure and/or Surface Repair Allowance (Line K; Dwgs. C024 and C025)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
I-5	Line K Pipe Replacement and/or Repair Allowance (Dwgs. C023, C024, and C025)	<u>L.S.</u>	<u>1</u>	<u>\$12,000.00</u>	<u>\$12,000.00</u>
I-6	Manhole L21-2 Structure and/or Surface Repair Allowance (Line L; Dwg. C027)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

I-7	Manhole M2-10 Structure and/or Surface Repair Allowance (Line M; Dwg. C028)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
I-8	Manhole L24-1 Structure and/or Surface Repair Allowance (Line M; Dwgs. C028 and C029)	<u>L.S.</u>	<u>1</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
I-9	Line N Pipe Replacement and/or Repair Allowance (Dwg. C031)	<u>L.S.</u>	<u>1</u>	<u>\$5,000.00</u>	<u>\$5,000.00</u>
I-10	Replace Existing Limestone Retaining Wall and Culvert with New Culvert and Wingwalls (Line D; Dwg. C010)	<u>L.S.</u>	<u>1</u>	<u>\$15,000.00</u>	<u>\$15,000.00</u>

Total Price:

Two million, five hundred sixty-eight thousand, eight hundred and fifty-two dollars
(\$2,568,852.00).

1. As provided in the GENERAL CONDITIONS, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in the GENERAL CONDITIONS. Unit Prices have been computed as provided in the GENERAL CONDITIONS.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work completed with the balance being retainage. If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

- b. 90% with the balance being retainage of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - INTEREST

- 6.01 All moneys not paid when due hereunder shall bear interest at the rate of 0% per annum in accordance with the GENERAL CONDITIONS.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Other Representations:
 - 1. Contractor has examined and carefully studied the KDHE SRF Contract Provisions.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. KDHE SRF Contract Provisions.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: 2023 Sanitary Sewer Improvements.
 - 8. Addenda numbers 1 to 1 , inclusive.
 - 9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS:

- A. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

9.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 OTHER PROVISIONS: Not applicable.

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counter-part each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 2024, which is the Effective Date of the Agreement.

CONTRACTOR _____ OWNER City of Osage City, Kansas

By: _____ By: _____

Title: _____ Title: _____

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

City of Osage City, Kansas

201 South 5th Street

Osage City, Kansas 66523-0250

License No. _____
(if required by Law)

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Agent for Service of process

(if required by law)

(If Contractor is a corporation, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF SECTION 00 50 00

DOCUMENT 00 50 00 – NOTICE TO PROCEED

To: Infrastructure Solutions LLC
9801 Renner Boulevard
Lenexa, Kansas 66219

Project Name: 2023 Sanitary Sewer Improvements
KWPCRF Project No.: C20 1677 01
Burns & McDonnell Project No.: 134592
Owner: City of Osage City, Kansas

You are notified that the Contract Time(s) under the above Contract will commence to run on November 26, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of substantial completion and final completion ready for final payment are September 22, 2025, and October 22, 2025, respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, with copies to Engineer and other identified additional insureds certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary procurement schedule.
3. Preliminary schedule of Submittals.
4. Preliminary schedule of values.

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 2024.

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Title: _____

Date: _____, 2024

Copy to Engineer
(Use Certified Mail,
Return Receipt Requested)

END OF SECTION 00 50 00

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: East Area Sanitary Sewer Improvements
Burns & McDonnell Project No.: 159878
KWPCRF Project No.: C20 3084 01

THIS AGREEMENT is dated as of the ____ day of November in the year 2024 by and between the City of Osage City, Kansas (hereinafter called Owner) and Municipal Pipe Tool Company, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows:

Work includes, but is not limited to, installation of 4 – 4’ diameter precast concrete manholes replacing existing and flush manholes along existing alignments; construction of 4 8-inch diameter pipe point repairs (approximately 65 total linear feet of 8-inch diameter SDR 26 PVC pipe) of various locations and lengths; construction of 4 12-inch diameter pipe point repairs (approximately 35 total linear feet of 12-inch diameter SDR 26 PVC pipe) of various locations and lengths; rehabilitation of 5,969 linear feet of existing 8-inch diameter VCP sewer by installing Cured-In-Place Pipe lining; rehabilitation of 2,082 linear feet of existing 10-inch diameter VCP sewer by installing Cured-In-Place Pipe lining; rehabilitation of 24 existing manholes by various methods; installation of 106.8 vertical feet of cementitious manhole liner; pre- and post-construction internal CCTV inspection of approximately 8,051 linear feet of 8- and 10-inch diameter sanitary sewer; installation of two refrigerated samplers, two flow meters, and one rain gauge at the wastewater lagoon site; erosion control; surface restoration; by-pass pumping; traffic control; and all other appurtenances necessary to complete the project.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within one hundred twenty (120) days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within one hundred fifty (150) days after the date when the Contract Times commence to run.

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred Fifty dollars (\$750.00) for each day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Fifty dollars (\$750.00) for each day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:
- A. UNIT PRICE SCHEDULE: For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below:

BID FORM					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
A.	MOBILIZATION				
A-1	Mobilization	L.S.	1	\$23,325.00	\$23,325.00
B.	INTERNAL CCTV SEWER PIPE INSPECTION				
B-1	Pre-Construction Internal CCTV Sewer Pipe Inspection	L.F.	8,051	\$2.89	\$23,267.39
B-2	Post-Construction Internal CCTV Sewer Pipe Inspection	L.F.	8,051	\$1.00	\$8,051.00
C.	SANITARY SEWER PIPE CONSTRUCTION AND REHABILITATION				
C-1	8-Inch Diameter SDR 26 PVC Pipe – Paved	L.F.	35	\$892.50	\$31,237.50
C-2	8-Inch Diameter SDR 26 PVC Pipe – Gravel	L.F.	30	\$787.50	\$23,625.00
C-3	10-Inch Diameter SDR 26 PVC Pipe – Paved	L.F.	25	\$913.50	\$22,837.50

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

C-4	10-Inch Diameter SDR 26 PVC Pipe – Gravel	L.F.	10	\$808.50	\$8,085.00
C-5	8-Inch x 6.0 mm Cured-In-Place Pipe Lining	L.F.	5,969	\$35.27	\$210,526.63
C-6	10-Inch x 6.0 mm Cured-In-Place Pipe Lining	L.F.	2,082	\$38.89	\$80,968.98
D.	MANHOLE CONSTRUCTION				
D-1	4'-0" Diameter Manhole - Precast Concrete (0' to 8' depth)	Each	4	\$10,500.00	\$42,000.00
E.	MANHOLE REHABILITATION				
E-1	Replace Frame and Cover	Each	13	\$2,310.00	\$30,030.00
E-2	Replace Frame and Chimney Seal – Paved	Each	13	\$3,517.50	\$45,727.50
E-3	Replace Frame and Chimney Seal – Unpaved	Each	1	\$3,202.50	\$3,202.50
E-4	Replace Grade Adjustment - Paved	Each MH	1	\$1,050.00	\$1,050.00
E-5	Replace Grade Adjustment - Unpaved	Each MH	1	\$525.00	\$525.00
E-6	Add Grade Adjustment - Paved	Each MH	5	\$367.50	\$1,837.50
E-7	Rehabilitate Wall/Bench Joint with Flexible Liner	Each MH	2	\$2,625.00	\$5,250.00
E-8	Chemical Grout Pipe Seals	Each MH	16	\$1,575.00	\$25,200.00
E-9	Repair Bench and Trough	Each	5	\$1,228.50	\$6,142.50
E-10	Install Cementitious Manhole Lining	V. F.	106.8	\$194.25	\$20,745.90
E-11	Install Cementitious Manhole Lining on Manhole L26-2 Bench	L.S.	1	\$2,362.50	\$2,362.50
F.	MISCELLANEOUS				
F-1	Influent Area Velocity Flow Meter	L.S.	1	\$10,350.00	\$10,350.00

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR: continued

F-2	Influent Refrigerated Sampler	L.S.	1	\$17,250.00	\$17,250.00
F-3	Effluent Laser Doppler Flow Meter	L.S.	1	\$19,739.75	\$19,739.75
F-4	Effluent Refrigerated Sampler	L.S.	1	\$17,250.00	\$17,250.00
F-5	Rain Gauge	L.S.	1	\$1,725.00	\$1,725.00
F-6	Meter and Sampling Equipment Site Construction Work and Structure Grating Replacement Allowance	L.S.	1	\$45,000.00	\$45,000.00
F-7	Distribution Structure and Effluent Manhole Electrical Power Feed Extension Allowance	L.S.	1	\$20,000.00	\$20,000.00

Total Price:

Seven Hundred Forty-Seven Thousand Three Hundred Twelve Dollars and 15 Cents dollars (\$747,312.15).

1. As provided in the GENERAL CONDITIONS, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in the GENERAL CONDITIONS. Unit Prices have been computed as provided in the GENERAL CONDITIONS.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work completed with the balance being retainage. If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner on recommendation of Engineer, may determine that as long as the character and progress of the Work

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

- subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
- b. 90% with the balance being retainage of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - INTEREST

- 6.01 All moneys not paid when due hereunder shall bear interest at the rate of 0% per annum in accordance with the GENERAL CONDITIONS.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

- Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - K. Other Representations:
 - 1. Contractor has examined and carefully studied the KDHE SRF Contract Provisions.
 - 2. Contractor has examined and carefully studied the CDBG Contract Provisions.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. CDBG Contract Provisions.
 - e. KDHE SRF Contract Provisions.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: East Area Sanitary Sewer Improvements.
 - 8. Addenda numbers 1 to 1 , inclusive.
 - 9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

9.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS:

- A. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 OTHER PROVISIONS: Not applicable.

SECTION 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR: continued

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counter-part each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 2024, which is the Effective Date of the Agreement.

CONTRACTOR	<u>Municipal Pipe Tool Co., LLC</u>	OWNER	City of Osage City, Kansas
	_____		_____
By:	_____	By:	_____
Title:	_____	Title:	_____

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

City of Osage City, Kansas

201 South 5th Street

Osage City, Kansas 66523-0250

License No. _____
(if required by Law)

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Agent for Service of process

(if required by law)

(If Contractor is a corporation, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF SECTION 00 50 00

DOCUMENT 00 50 00 – NOTICE TO PROCEED

To: Municipal Pipe Tool Co., LLC
515 5th Street, PO Box 398
Hudson, Iowa 50643

Project Name: East Area Sanitary Sewer Improvements
KWPCRF Project No.: C20 3084 01
Burns & McDonnell Project No.: 159878
Owner: City of Osage City, Kansas

You are notified that the Contract Time(s) under the above Contract will commence to run on November 26, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of substantial completion and final completion ready for final payment are March 26, 2025, and April 25, 2025, respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, with copies to Engineer and other identified additional insureds certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary procurement schedule.
3. Preliminary schedule of Submittals.
4. Preliminary schedule of values.

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.
Dated this _____ day of _____, 2024.

OWNER

By: _____
Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____
Title: _____
Date: _____, 2024

Copy to Engineer
(Use Certified Mail,
Return Receipt Requested)

END OF SECTION 00 50 00

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

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:

204 Lakin Street/Planter in the City's right-of-way

BACKGROUND:

Please review the following nuisance complaint letter sent to Ronnie and Regina Combs regarding their planter in the City's right-of-way at 204 Lakin Street. Mr. and Mrs. Combs requested a hearing in front of the Osage City Council.

FISCAL NOTE:

COUNCIL ACTION:

1. Request the planter be removed from the City's Right-of-Way
2. Allow the planter to remain in the City's Right-of-Way
3. Table the discussion to a later council meeting

STAFF RECOMMENDATION:

MOTION:

Option (1): I make a motion that the planter located at 204 Lakin be removed from the City's right-of-way by _____ as of _____.
(Who) (Date)

Option (2): I make a motion to allow the planter to remain in its current location at 204 Lakin with the owners of the property understanding that should the City need to work in the right-of-way, the planter will need to be removed.



Proud Past • Brilliant Future

James Welch
216 S. 9th Street
P.O. Box 250
Osage City, Kansas 66523-0250
785-528-3714 City Hall
785-528-3082 Office
785-528-3022 Fax
CodeAdmin@osagecity.com

11/1/2024

Ronnie and Regina Combs
204 Lakin
Osage City, KS 66523

Re: 204 Lakin- Nuisance Complaint

You are hereby notified you are in violation Chapter 24 of the Code of Ordinances of the City of Osage City, Article II, Division 1 Environmental Code. The purpose of this article is to protect, upgrade and regulate the environmental quality of industrial, commercial and residential neighborhoods of this city, by outlawing conditions which are injurious to the health, safety, welfare or aesthetic characteristics of the neighborhoods.

Chapter 24, Section 24-26, Unlawful Acts: Exterior conditions in the yard, but not limited, to the accumulation of:

The structure (planter) that is put up between the east fence and the road is not allowed. No structures are permitted in the road right of way. The structure must be removed from the road right of way.

This issue is still unresolved, if you still wish to have a public hearing in front of the city council, please email me at codeadmin@osagecity.com.

Per Section 24-27, (2), **you are hereby directed to abate the conditions as cited above within ten (10) days of date of this notification.** Per Section 24-27 (3), you have ten (10) days from date of the notice to request a hearing before the governing body or their designated representative on the matter. You may request an extension of the expiration date at the discretion of the public officer.

Failure to abate the nuisance or request a hearing within the time limit allowed may result in prosecution and/or abatement of the condition by the city with the costs assessed against the property.

James Welch
City of Osage City



James Welch
216 S. 9th Street
P.O. Box 250
Osage City, Kansas 66523-0250
785-528-3714 City Hall
785-528-3082 Office
785-528-3022 Fax
CodeAdmin@osagecity.com

Kansas

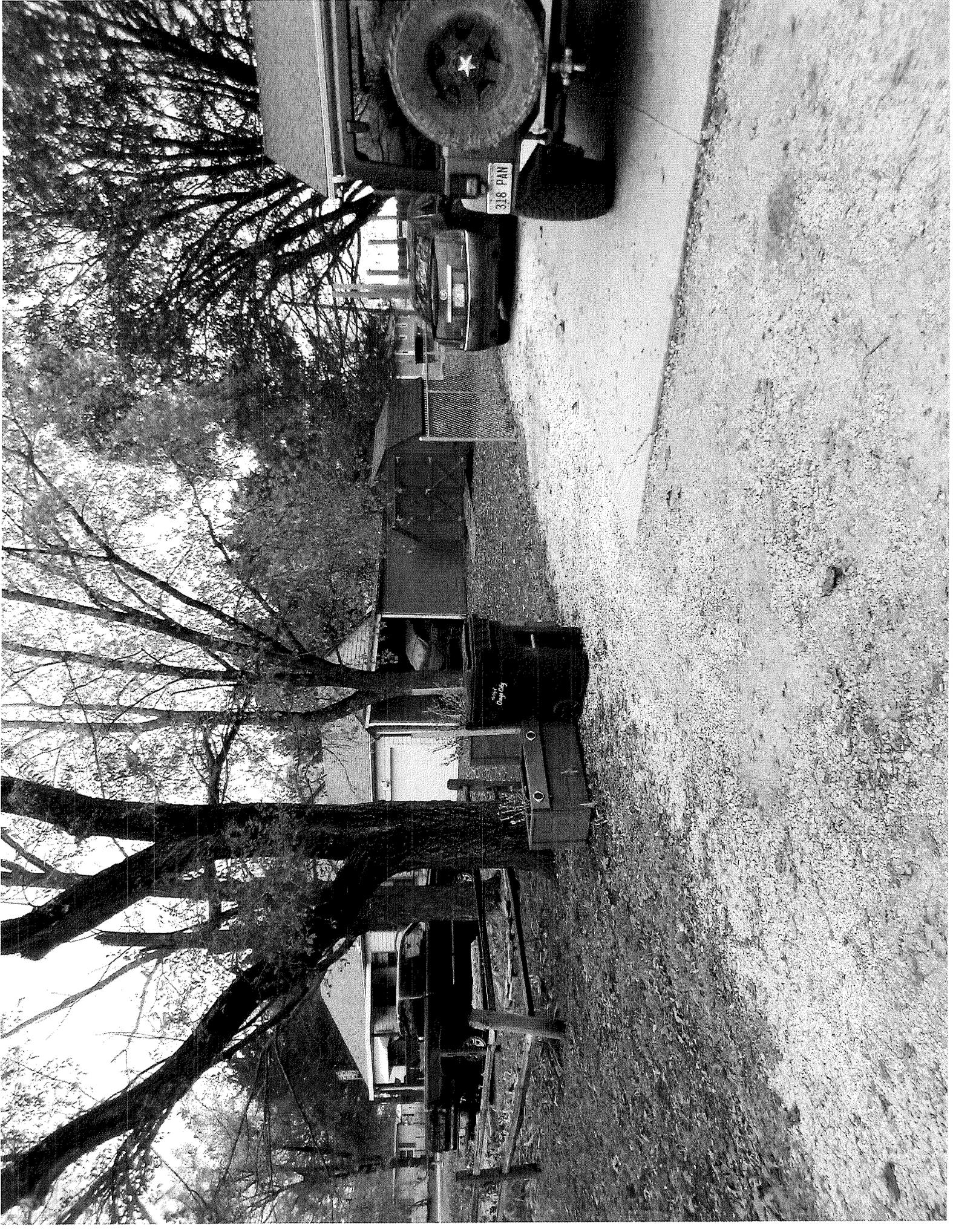
Proud Past • Brilliant Future

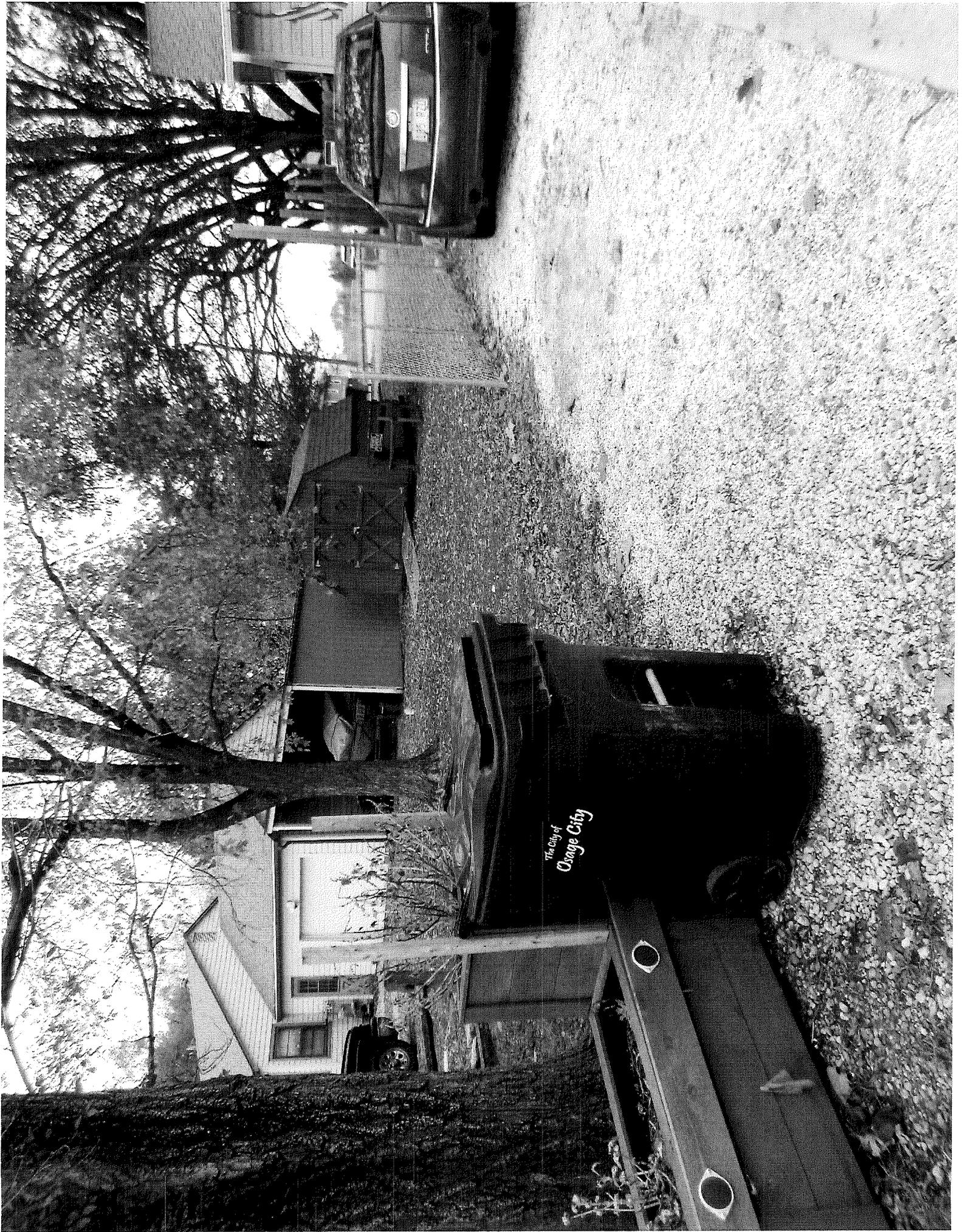
11/5/2024

Ronnie and Regina Combs
204 Lakin
Osage City, KS 66523

In regards to the violation letter sent to you referring to the large planter the public hearing you requested has been set for November 26, 2024, at 7 P.M., located in the council chambers located on 5th street. If you have questions regarding the hearing feel free to contact me.

James Welch
Code Administrator
City of Osage City
codeadmin@osagecity.com
Cell: (785) 817-4061 | Office: (785) 528-3802 | Fax: (785) 528-3022





Planning & Zoning Recs

- c. **Local.** A street which provides for direct access to abutting property and for local traffic movement whether in business, industrial or residential uses.

Structural alterations. Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any rebuilding of the roof or the exterior walls. For purposes of these regulations, the following shall not be considered a structural alteration:

- a. Attachment of a new front where structural supports are not changed.
- b. Addition of fire escapes where structural supports are not changed.
- c. New windows where lintels and support walls are not materially changed.
- d. Repair or replacement of nonstructural members.

Structure. Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Structures do not include fences but do include, but are not limited to, buildings, walls, sheds and towers.

Subdivision. The division of a tract of land into one or more lots or parcels for the purpose of transfer of ownership or building development, or, if a new street is involved, any division of a parcel of land. The term "subdivision" includes re-subdivision and the term "re-subdivision," as used herein, shall include any further subdivision of a lot or parcel of land previously subdivided, for sale, use or other purposes, which varies from the latest, approved subdivision of the same.

Subdivision regulations. The City of Osage City Subdivision Regulations, as adopted by the City Governing Body and as amended from time to time.

Tavern. An establishment in which the primary function is the public sale and serving of cereal malt beverages for consumption on the premises. For purposes of these regulations a drinking establishment shall be a tavern.

Townhouse. A single-family dwelling constructed as part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation between walls or roofs.

Townhouse building. A grouping of two (2) or more townhouses.

Tract. A plot or parcel of land, other than a lot in a subdivision which is recorded in the office of the Osage County Register of Deeds.

ARTICLE 20

SUPPLEMENTAL DISTRICT REGULATIONS

Sections:

- 20-1 General
- 20-2 Height and Yard Regulations
- 20-3 Number of Structures on a Lot
- 20-4 Sight Distances
- 20-5 Screening for Commercial and Industrial-Zoned Property
- 20-6 Temporary Uses
- 20-7 Accessory Uses
- 20-8 Accessory Uses; Additional Requirements in Residential Districts
- 20-9 Fences
- 20-10 Residential - Design Manufactured Housing Standards
- 20-11 Building Setbacks
- 20-12 Home Occupations

SECTION 20-1 GENERAL

20-101. The regulations set forth in this article qualify or supplement, as the case may be, the district regulations appearing elsewhere in these regulations.

SECTION 20-2 HEIGHT AND YARD REGULATIONS

20-201

- a. Height. Chimneys, cooling towers, elevator headhouses, fire towers, monuments, stacks, watertowers, or necessary mechanical appurtenances, usually required to be placed above the roof level and not intended for human occupancy, are not subject to the height limitations contained in the district regulations.
- b. Yard.
 - 1. *Front yards.* The front yards established by the district regulations shall be adjusted in the following cases:
 - (a) Where there is no recorded front building setback line established by platting and all of the structures on one side of a block are set back greater than required by the district

regulations, a new or enlarged structure may be set in line with the structure closest to the street.

- (b) Where there is no recorded front building setback line established by platting and fifty (50) percent or more of the structures on one side of a block are setback less than required by the district regulations a new or enlarged structure may be set in line with the average of the existing structure or structures adjacent to the new or enlarged structure. However, no new or enlarged structure may be set closer to the front property line than ten (10) feet in a residential, commercial or industrial zone.

2. *Accessory buildings and structures.*

- (a) Except as otherwise provided in Section 20-8 for residential districts, detached accessory buildings or structures must be located behind the front building line and may be located no closer than five (5) feet from the principal building, side or rear lot line, except if the structure has a vehicular entrance directly from an alley such accessory building or structure shall be set no less than twenty (20) feet from the property line adjacent to the alley.
- (b) Existing accessory buildings or structures which do not meet the minimum setbacks may be rebuilt, reconstructed or enlarged, providing they do not further decrease the existing setbacks.
- (c) Except as otherwise permitted or further restricted by the regulations in this Article, the total area of all detached accessory buildings or structures shall not exceed the provisions of section 20-7.

3. *Structural projections.* Every part of a required yard shall be open to the sky, unobstructed, except for accessory buildings or structures, and except for:

- (a) Eave projections, sills, cornices and other ornamental features may project a maximum of twelve (12) inches into a required yard or setback.
- (b) Open fire escapes, balconies opening onto a fire escape, chimneys and fireplaces may project no more

SECTION 20-8

ACCESSORY USES; ADDITIONAL REQUIREMENTS IN RESIDENTIAL DISTRICTS

20-801. No detached accessory building shall occupy a required front yard or be located within ten (10) feet of any dwelling existing or under construction on the building site.

20-802. No single accessory building in a residential district (R-1, R-2, R-3, MHP, MHS, MU, CS) shall occupy more than 30%, nor shall all such buildings collectively occupy more than 40% of the required yard spaces in the rear half of the lot. No accessory building shall be located closer than five (5) feet to any lot line. In the case of a corner lot no accessory building shall project closer to the street side yard than the front yard abutting.

20-803. Garages shall not be constructed upon lots in residential-zoned districts upon which no principle dwelling is located.

SECTION 20-9 FENCES

20-901. Except as otherwise specifically provided elsewhere in these regulations or other codes and regulations of the City the following restrictions shall apply to the construction of all fences or improvements, replacements or extensions of existing fences.

- a. No fence shall be constructed without first obtaining a fence permit from the Zoning Administrator.
- b. No fence shall be constructed closer to the street than the front setback line established for the district in which such fence is to be erected; provided however, that a fence not exceeding four (4) feet in height may be constructed within a required front yard setback if the Zoning Administrator determines that such a fence otherwise complies with the regulations of this section.
- c. No fence shall be constructed in the sight distance area or any other location by which it would constitute a traffic hazard.
- d. A property owner may install a fence within a dedicated easement at his or her own risk of having to remove or repair such fence due to the lawful activities of persons or entities under the easement.
- e. No fence shall be constructed in such a manner or be of such design as to be hazardous or dangerous to persons or animals.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

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:

Repeal Ordinance 1221 United Telephone Franchise fee.

BACKGROUND:

As of the last council meeting, we have a Brightspeed franchise fee ordinance to replace the United Telephone franchise fee ordinance. Therefore, for future record clarity, the City needs to approve Ordinance No. 1693 for repealing the United Telephone Franchise Fee Ordinance No. 1221.

FISCAL NOTE:

COUNCIL ACTION:

1. Approve Ordinance No. 1693 repealing Ordinance No. 1221

STAFF RECOMMENDATION:

MOTION:

1. I make a motion to approve Ordinance No. 1693 repealing Ordinance No. 1221 granting a franchise to the the United Telephone Company of Iowa, dba, UTC of Eastern, Kansas

ORDINANCE NO. 1693

AN ORDINANCE REPEALING ORDINANCE 1221 REGARDING GRANTING TO THE UNITED TELEPHONE COMPANY OF IOWA, dba UTC OF EASTERN KANSAS, A FRANCHISE TO USE THE STREETS, AVENUES, BOULEVARDS, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF OSAGE CITY, KANSAS TO CONDUCT BUSINESS OF CONSTRUCTING, INSTALLING, MAINTAINING, MANAGING AND OPERATING A TELEPHONE SYSTEM WITH ALL NECESSARY POLES, WIRES, CABLES, FIXTURES AND APPARATUS.

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

SECTION 1:

That Ordinance No. 1221 regarding the granting to the United Telephone Company of Iowa, dba, UTC of Eastern, Kansas, a franchise fee to use the streets, avenues, boulevards, alleys, and other public places in the City of Osage City, Kansas to conduct business of constructing, installing, maintaining, managing and operating a telephone system with all necessary poles, wires, cables, fixtures, and apparatus is hereby repealed as of the 26th day of November 2024.

That this ordinance shall take effect and be in force from and after its passage, approval and publication in the Osage County Herald-Chronicle, the official City newspaper.

PASSED AND APPROVED this 26th day of November, 2024.

CITY OF OSAGE CITY, KANSAS

ATTEST:

Brian D. Stromgren, Mayor

Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

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:

Stormont Vail Lease

BACKGROUND:

The current Stormont Vail Lease is to expire December 29, 2024. Stormont Vail is exercising the lease option to extend the lease for another 5 years until December 29, 2029. They will continue to pay the same rent for the next 5 years and will pay the taxes.

FISCAL NOTE:

RENT: \$4500.39/month
PROPERTY TAX: \$21,980.83

COUNCIL ACTION:

1. Approve the 5-year lease extension with Stormont Vail
2. Reject the 5-year lease extension with Stormont Vail
3. Table the discussion until a later date

STAFF RECOMMENDATION:

MOTION:

1. I make a motion to approve the 5-year lease extension with Stormont Vail

LEASE AGREEMENT EXTENSION

The LEASE EXTENSION AGREEMENT (“Extension”) is entered into the 15th day of October, 2024, by and between the City of Sage City, Kansas (“Lessor”) and Stormont-Vail HealthCare, Inc., a Kansas nonprofit corporation (“Lessee”).

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement on or about December 29, 2004, (“Lease”) wherein Lessor leased to Lessee premises located at the Arrowhead Industrial Park with an address of 131 W. Market Street, Osage City, Kansas, and as more fully described in the Lease; and

WHEREAS, the Lease, in paragraph 5, grants Lessee options to extend the lease twice for five year terms each extension, and Lessee desires to exercise its first option to extend the lease for five (5) years; and

WHEREAS, paragraph 5 of the Lease permits Lessee to notify Lessor in writing ninety (90) days in advance of end of lease term on December 29, 2024. Lessor and Lessee desire to waive this 90 day notice period required for extension of the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Exercise of Option: Pursuant to paragraph 5 of the Lease, Lessee hereby does exercise its option to extend the Lease term for five years, which extends the lease term to December 29, 2029. Lessor hereby accepts the Lessee’s exercise of its option to extend the lease term for five (5) years.
2. Waiver of Notice Period: Lessor and Lessee hereby agree to and do waive the condition that Lessee provide ninety (90) days notice in writing prior to end of Lease term to Lessor to exercise Lessee’s option to extend the Lease, and this Extension is hereby accepted as full and sufficient notice of Lease extension.
3. Affirmation of Lease: Except as modified by this Amendment, Lessor and Lessee hereby ratify the Lease and agree that the Lease shall remain unchanged and shall continue in full force and effect. If there is any conflict between the terms of the Lease and the terms set forth in this Extension, the terms specifically set out in this Extension shall control. From and after the Effective Date, all references to the Lease shall mean the Lease as modified by this Extension.
4. Rent: Lessor and Lessee agree that the rental amount payable by Lessee for the leased premises shall be the same amount being paid as of the date of this Extension.

5. Miscellaneous:

- a. Entire Agreement: This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein.
- b. Amendment and Modification: This Extension may not be changed or modified orally, but only by an agreement in writing signed by the both parties.

LESSOR:
City of Osage City, Kansas

Signature

Signed: November 26, 2024

Printed Name

Title: _____

LESSEE:
Stormont-Vail HealthCare, Inc.

Signature

Signed: _____, _____, 2024

Printed Name

Title: _____

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Raising the Demo Reimbursement for residential and commercial properties

BACKGROUND:

One of the key objectives in the City's Strategic Plan under the goal of cleaning up houses, yards, and blighted areas of town is to increase the City's Demolition Program reimbursement from \$2,500 to \$5,000.

Please see the following demolition agreement currently in place with suggested changes per the Strategic Plan.

Do we want to increase the commercial building reimbursement to \$12,000 (same % rate increase as the residential)?

FISCAL NOTE:

The amount of money for the demolition line in the budget increased from \$30,000 in the 2024 budget to \$50,000 for the 2025 budget.

COUNCIL ACTION:

1. Approve the increase in demolition reimbursement fees
2. Take no action
3. Table the discussion to a later council meeting

STAFF RECOMMENDATION:

MOTION:

1. I make a motion to increase the maximum participation amount to \$_____ for I property owners for both programs: the contracted demolition reimbursement and the landfill fee reimbursement.
2. I make a motion to increase the maximum participation amount to \$_____ for the new construction on residential infill lots and \$_____ for new construction on commercial infill lots.

City of Osage City Strategic Plan for 2024-2027

Vision Statement

Osage City will take the steps necessary to retain, rebuild, and expand the population base to position the city strongly for the future through the rehabilitation and expansion of the city's housing, commercial, and municipal structures and infrastructure.

The community boasts a full range of amenities and excellent recreational opportunities where citizens can enjoy the quality of life that is often associated with small town living in the Midwest. Osage City plays the lead role as the provider of all utilities, police protection, walks, streets, parks, and other public amenities and is responsive to the will of the City's citizens.

STRATEGIC GOALS

1. Clean Up Houses/Yards/Blighted Areas of Town

KEY OBJECTIVES:

- A. Pursue grants for clean up
- B. Osage County to waive landfill fees on approved demo projects submitted by the city
- C. Develop civic/community volunteer groups
- D. Increase annual budget for demolition program from \$30,000 to \$50,000
- E. Raise City Demolition Program reimbursement from \$2,500 to \$5,000
- F. Push County on property tax in arrears – perhaps meet with County Commissioners

OUTCOME MEASURES:

2. Downtown Revitalization

KEY OBJECTIVES:

- A. Address vacancy problem
- B. Develop incentives to encourage new businesses development and revitalize businesses here
- C. Pursue revitalization grants
- D. Consider a Dormant Building Tax
- E. Pursue enrollment in Main Street Program

OUTCOME MEASURES

DEMOLITION AGREEMENT

This agreement is made between the City of Osage City and _____, the property owner of record for _____ for the demolition of the structure located at that property address.

1. Property Owner agrees to demolish and remove or contract to demolish and remove the structure located at _____ within 90 days from the date of this agreement.
2. Property Owner shall insure that all debris from the demolition is removed to an approved demolition waste site, and shall also insure that all basements are filled in *to* a level with the surrounding ground, as per attached Ordinance No.1676 Building Demolition and Ordinance No. 1406 Demolition of Buildings and Structures and Site Clearance and Establishing Requirements for Demolition and Site Clearance.
3. City shall reimburse Property Owner for one-half (½) the contract cost of the demolition up to a maximum participation amount of ~~Two Thousand Five Hundred Dollars (\$2,500.00)~~ (Five Thousand Dollars). Property Owner shall submit to the City three (3) contractor bids. Property Owner to submit copy of contractor invoice for reimbursement. City will not pay for Property Owner's own labor or use of Property Owner's own equipment in addition to the contractor's bid for demolition.
4. If the Property Owner has been determined to have the means to demolish the above identified structure and in accordance with the Demolition Permit as determined by the Building Inspector/Code Enforcement Officer or City Manager, the City will reimburse the Property Owner for 100% of the landfill fees up to a maximum participation amount of ~~\$2,500.00~~ \$5,000.00. City will not pay for Property Owner's own labor or use of Property Owner's own equipment.
5. As an incentive to encourage new construction on infill lot demolition sites within the City, the City will pay the owner of the infill residential lot an incentive amount of ~~\$2,500.00~~ \$5,000.00, or for a commercial infill lot an incentive amount of ~~\$5,000.00~~ \$12,000.00 provided the following conditions are met by the Property Owner:
 - All terms and conditions on this Demolition Agreement are properly performed
 - Building Permit is obtained for a minimum construction cost of \$25,000.00 for a residential structure or a minimum construction cost of \$50,000 for a commercial structure
 - The new construction meets proper building code according to the City Inspector
 - The new construction is completed within (1) year of building permit application date
 - The new construction is issued a Certificate of Completion by the Building Inspector/Code Enforcement Officer.

Upon issuance of the Certificate of Occupancy, the City will pay the ~~\$2,500.00~~ \$5,000.00 incentive amount for residential construction or ~~\$5,000.00~~ \$12,000.00 incentive amount for commercial construction to the Property Owner. In addition, new construction on vacant infill residential lots or vacant infill commercial lots will have the building permit fees and utility hookup fees waived upon the Certificate of Occupancy.

6. Acceptance of this agreement by the Property Owner is an acknowledgment that the above property is unsafe, dangerous or unfit for human habitation, as defined by Article VII, the Code of the City of Osage City and is, therefore, to be repaired or demolished within the timeframe identified above.
7. It is further agreed by the City and the Property Owner that failure to demolish the above structure within the timeframe identified shall cause the Building Inspector/Code Enforcement Officer or City Manager to make arrangements to remove the structure and to assess the costs to the Property Owner as described in the Code of the City of Osage City.

8. No further notice shall be provided to the Property Owner for the demolition and removal of the structure located on the property above and Property Owner waives notice of a hearing requirement and procedures as identified in Article VII the Code of the City of Osage City.

Agreed and stipulated to on the _____ day of _____, 20__ .

City of Osage City

City Manager (Signature)

Witness:

City Clerk

Property Owner (Signature)

State of Kansas
County of Osage

On this ____ day of _____
20____, personally appeared before me

Who is personally known to me; whose identity I proved on the basis of satisfactory evidence to be the signer of the above instrument, and he/she acknowledged that he/she executed it.

(Seal)

Notary Public

Adopted 12/23/97
Amended 4/27/10
Amended 7/24/18
Amended 3/14/23
Amended 4/11/23
Amended 7/1/23
Amended 11/24

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA: BY: KH
ITEM NO. 7 CORRE	BY: Dale Schwieger, Utilities Director	

ITEM: Approval of a contract to work with GAS on Grant applications for Electrical Grid Resilience

Grant application for Grid Resilience with Governmental Assistance Services (G.A.S) \$11,300

BACKGROUND:

City staff would like to work with GAS to apply for grant funding to move electrical utilities underground in areas that lose power and where city equipment has minimal access to aid in reconnecting services. The grant application deadline is January.

Moving these mainlines underground would allow future savings on pole and line replacement when damaged by storms passing through the city.

Total cost of the project: Labor & equipment to remove 550 hrs.	\$253,275
Labor & equipment to install 2000 hrs.	\$756,250
Transformers	\$429,749
Materials	\$333,768
Grant administration	\$45,000
Overseeing Project by KMEA	\$265,956
Total	\$2,083,998

FISCAL NOTE:

Total from State and Federal	\$1,404,968.93	67.417%
Build Kansas Fund	\$679,029.06	32.583%
Osage City Matching funds	\$33,951.45	5%

COUNCIL ACTION:

1. To approve the contract with GAS
2. To reject the contract
3. Table for further discussion at a later council meeting

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Dale Schwieger, Utilities Director	APPROVED FOR AGENDA: BY: KH
ITEM NO. 7 CORRE		

STAFF RECOMMENDATION:

To accept the contract with G.A.S.
This would accomplish a goal set forth in our Strategic Plan

MOTION:

I make a motion to approve the contract with Governmental Assistance Services not to exceed \$11,300 for completing and submitting grant applications for the Electrical Grid Resilience Grant and the Build Kansas Fund



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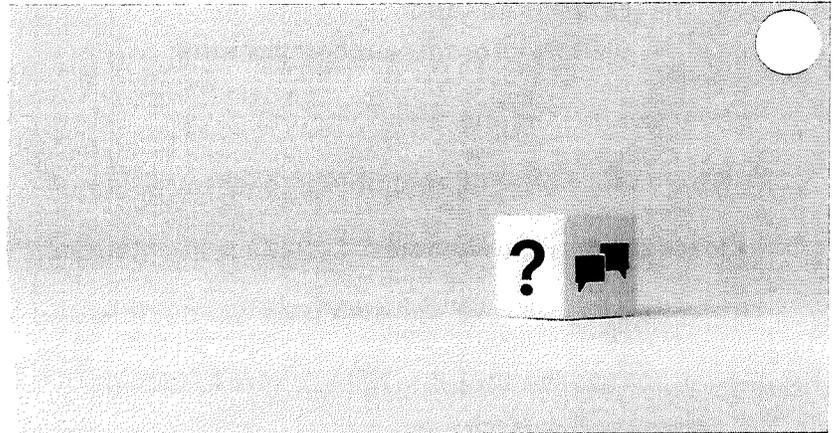


Grid Resilience Formula Grant FAQs

Program FAQs:

Who are the eligible entities that can apply for a subgrant award under this Grid Resilience Program?

Eligible entities are limited to electric grid operators, electricity storage operators, electricity generators, transmission owners or operators, distribution provider and fuel suppliers or other entities determined by the DOE. However, the KCC shall give preference to only entities that deliver electricity to the public.



What is the overall purpose of the Program?

Under this Program, the Department of Energy (DOE) provides grants to States who then provide subgrants to eligible entities to initiate projects that will improve the resilience of their electric grid against disruptive events. A disruptive event, as defined by the Program, is “an event in which operations of the electric grid are disrupted, preventively shut off, or cannot operate safely due to extreme weather, wildfire, or a natural disaster.”

What are the goals of the Program?

The primary goals of the Program are to demonstrate measurable improvements in energy resilience, with a focus to necessary and supporting grid modernization investments in rural, underserved and disadvantaged communities, to invest in modernized grid infrastructure and to create good-paying jobs.

What projects are eligible under this Program?

Eligible projects must not be one currently being funded or not already under consideration for funding. Projects to be advanced are those that have either been deferred due to lack of funding or projects that are in the early planning stage.

The list of eligible projects provided by the DOE includes:

- a) Weatherization technologies and equipment;
- b) Fire-resistant technologies and fire prevention systems;
- c) Monitoring and control technologies;

- d) The undergrounding of electrical equipment;
- e) Utility pole management;
- f) The relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors;
- g) Vegetation and fuel-load management;
- h) The use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events (modification, refurbishing or replacement of old components to ensure weatherization/resilience but not to increase output capacity), including:
 - Microgrids; and
 - Battery-storage subcomponents;
- i) Adaptive protection technologies;
- j) Advanced modeling technologies;
- k) Hardening of power lines, facilities, substations, of other systems; and
- l) The replacement of old overhead conductors and underground cables.

Resilience measures that are **NOT** allowed include:

- a) Construction of a new –
 - 1) Electric generating facility; or
 - 2) Large-scale battery-storage facility that is not used for enhancing system adaptive capacity during disruptive events; or
- b) Cybersecurity.

The KCC will accept for review any of the above approved eligible projects but will give preference to the following projects; c) monitoring and control technologies, e) utility pole management, k) hardening of power lines, facilities, substations and of other systems, and l) the replacement of old overhead conductors and underground cables.

What if an eligible entity has multiple projects or the same project but multiple locations? Do we have to apply for separate project and/or location?

Yes, if the applying entity desires to fund multiple eligible projects, or the same project in multiple locations, the entity must submit a separate application for each project and/or location.

Is there a limit on the number of project applications an entity can apply for or a dollar amount to be awarded per project?

Not at this time, but the KCC does reserve the right to limit the number of applicant projects to be approved or the dollar amount to be awarded per project if it finds it necessary in the future.

The definition for the small utility class is for utilities that sold less than 4,000,000 MWh in 2023. Is the EIA-861 and EIA-861S being used to determine whether a utility is considered in the small utility class?

If the eligible utility is not listed on the EIA's website, another data source is acceptable by the DOE if it contains relevant, recent, and complete data. If no data source is available, the utility can submit a formal letter certifying the electricity sales to qualify.

Application FAQs:

How does my company apply for this Program?

Applications and all required documentation must be submitted online using the Kansas Infrastructure Hub [Submittable Portal](#) no later than 5 p.m. CT on January 9, 2025. The [Submittable Portal](#) is an online application-based program that simplifies the application process and manages applicant profiles and proposals across a variety of Kansas state agency funding opportunities. An Application Guide can be found on the KCC's website.

Does the project have to be completely engineered or would a preliminary engineering report and estimate be sufficient for completing an application to the DOE?

If the proposed project is approved by the KCC and is subsequently found adequate by the DOE, the KCC will provide a subaward to the entity equal to the amounts in its filing with the DOE. Therefore, any estimated costs should be as close as possible to actual costs. However, if the engineering design is necessary for the implementation of the project, the grant funding could potentially be used for the engineering design if it leads to a physical implementation benefitting grid resilience. So, to answer your question the project does not necessarily need to be completely engineered.

I noticed that the projects can extend over 10 years but the funding is only over 5 years. In most funding opportunities the funds are available only for the year of funding. Can projects really extend up to 10 years?

DOE's guidance states, "DOE anticipates making awards initially with an estimated period of performance of 5 years. Awards may be extended to span the amount of time necessary for Recipients to complete all subaward project efforts, up to 10 years." It is the KCC's understanding of this guidance that the project should be for a performance period of no more than 5 years. However, if for some unforeseen reason, such as a supply chain issue, the project term has not been completed in 5 years, the KCC may request approval from DOE to extend the project term up to a maximum term of 10 years.

Does the KCC have a minimum or maximum project limit with the limited amount of funding available?

The KCC stated in its Program Narrative that at this time the KCC does not want to limit project size or scope for funding but will reserve the right to do so later. The KCC does not know what to expect at this point until it sees the applications. The KCC is not imposing a limit on the size or scope of any project at this time.

As to rural, underserved or disadvantaged communities which is a higher priority for funding?

In its Program Narrative the KCC stated as one of its four objectives of the Program that it would "ensure that funds are distributed equitably, particularly in rural, disadvantaged, and underserved communities". Applications will be evaluated on the established criteria, including community benefit.

How will the KCC fund projects, large utility first then smaller utility?

In its Program Narrative the KCC stated that "Kansas would propose to fund approved projects to the set-aside class of small eligible entities until the federal grant dollars are fully allocated under the set-aside minimum amount. If Kansas does not receive qualified projects from the

small set aside entities that fully utilize the minimum set aside amount, Kansas will allocate the remaining funds to other larger eligible entities' qualified projects. The remaining funds would be allocated first to the small set-aside entities that were not fully funded from the set-aside minimum dollar amount, if any, then to the remaining eligible entities until the federal grant dollars available have been fully allocated."

From a financial perspective, the KCC is not giving priority to the size of the project or in dollar amount, but how the project meets the purpose and goals of the Program and the criteria of this offering, including community benefit.

Regarding the match requirement for the 40101(d) program how is the cost match to be calculated for the small utility set aside class using the 1/3rd entity cost match and the State 15% cost match on a project cost basis instead of the subgrant basis? Could you provide an example of the calculation using a project cost of \$100,000? How much would the grant funds be and how much would be match?

The following is an example of a match calculation for a small utility:

The match is to be 1/3 of the federal funds subawarded. The subaward is the amount of federal dollars going to the applicant for the project. The match is not 1/3rd of the project cost. As typical, DOE has made this very complicated and requires some algebra.

Mathematically, the formula would be as follows:

$$\text{Project Cost (PC)} = \text{Subgrant from KCC (SG)} + \text{Recipient Contribution (RC)} = \$100,000$$

$$\text{RC} = \text{Cost Match Percentage (CM)} \times \text{SG}$$

$$\text{RC} = (33.33\% + 15\%) \times \text{SG} = .4833(\text{SG})$$

$$\text{Again: } \text{PC} = \text{SG} + \text{RC}$$

$$\$100,000 = \text{SG} + .4833(\text{SG})$$

$$\$100,000 = 1.4833(\text{SG})$$

$$\$100,000/1.4833 = \text{SG}$$

$$\text{SG} = \$67,417$$

$$\text{RC} = .4833(\text{SG}) = \$32,583$$

$$\text{State Match} = 15\% \times \$67,417 = \$10,113$$

$$\text{Recipient Match} = 33.33\% \times \$67,417 = \$22,470$$

$$\text{Total RC} = \$32,583$$

Based on these calculations, the total recipient cost, or total cost match, would be equal to 32.583% of any project cost. The subaward would be equal to 67.417% of the project cost.

Filing for Eligible Entity Status:

From DOE FAQ: "After a grant has been awarded to a State or Indian Tribe, but prior to selecting an entity for a subaward, the State or Indian Tribe must request the Secretary make an eligible entity determination for a proposed entity not identified in Section 40101(a)(2). The State or Indian Tribe must indicate how this proposed eligible entity will generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of disruptive events as required by Section 40101(d)(5). The request for a determination by the

Secretary would be initiated by the State or Tribe grant recipient by submitting the request to the Federal Project Officer for the grant agreement. The Federal Project Officer can advise the State or Indian Tribe on the process and information requirements for making the request.”

If two small community utilities joined together to make a filing would the KCC look at a small application? Would it be better if we included more communities?

No entity or project will be considered “too small”. Applications will be evaluated based on the established criteria, including community benefit.

If an organization is going to file an application on behalf of several entities, what is the timeline for DOE to determine if the organization is an eligible entity?

DOE has stated that any requests for an organization to be recognized as an authorized eligible entity should be filed sooner, rather than later. DOE has also stated that this filing should be done prior to a project being submitted to the DOE for finding of adequacy. No timeline has been provided to date.

The determination of an eligible entity using the Eligible Entity Notification Form asks for the Recipient Award Number. Does this mean an entity must submit an application before any eligibility determination will be made?

It is the State that must apply for the eligible entity determination, with the assistance of the proposed eligible entity in supplying the necessary information to make the application. The award number required is the State’s award number. As mentioned above, DOE has suggested that any requests for an organization to be recognized as an authorized eligible entity should be filed sooner, rather than later.

For the determination of eligible entity using the Eligible Entity Notification Form, does project detail need to be provided, if so, what level of detail?

In the field “Brief description of the proposed work the Eligible Entity will perform”, a brief (not detailed) description of the work that the Eligible Entity intends to do to benefit grid resilience would be required.

Filing for DOE Project Review for Adequacy:

As mentioned above, once a project has been approved by the KCC, the KCC may not proceed with the subaward/subcontract until the DOE determines, and provides written notification, that the information provided concerning the project is adequate. The DOE has provided no timeline as to its finding of adequacy.

In order to satisfy this notification requirement, documentation must, at a minimum, include the following:

- Confirmation that the project entity is an eligible entity type, is not a debarred or a suspended entity and will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the “Davis-Bacon Act” (DBA);
- Budget Justification;
- Completed Environmental Questionnaire covering the subaward activity;
- A cost match commitment letter from the eligible entity committing to meet the cost matching as required;

- The proposed metrics that will be collected and reported in a Quarterly Progress Report and the Annual Program Metrics and Impact Report to measure and demonstrate the beneficial impact of the resilience project on the resilience of the grid and to the community served;
- Performance of Work in the United States waiver (if applicable); and
- Buy America for Infrastructure Projects waiver (if applicable);
- A summary/brief description of any application, similar in nature, submitted by the proposed the project entity to the Department of Energy under BIL Section 40101(c), FOA-0002740, Grid Resilience and Innovation Partnerships (GRIP).

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CONTRACT FOR SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO THIS 12TH DAY OF NOVEMBER 2024, between THE CITY OF OSAGE CITY, KS (THE CITY), and WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES (THE CONSULTANT), PO BOX 187, LAWRENCE, KANSAS 66044.

WHEREAS THE CITY hereby retains THE CONSULTANT for the preparation of a 2024/25 Grid Resilience application through the Kansas Corporation Commission and US Department of Energy and a matching funds application through the Build Kansas Fund and the State of Kansas.

WHEREAS the purpose of this contract is to provide THE CITY a Grid Resilience Grant Application and Build Kansas Fund Grant application for an Electrical Distribution Grid Improvements Project.

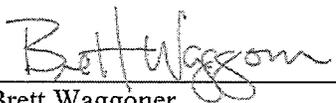
THEREFORE, the parties agree as follows:

1. THE CONSULTANT agrees to perform the following services, to-wit:
 - (A) Submit Grant Application in accordance with the rules and regulations set forth by each State and Federal agency involved.
 - (B) If it should occur that the grant is not awarded for 2024/25, THE CONSULTANT will resubmit the grant application until awarded. No additional charges for grant writing will be incurred.
 - (C) The grant application will be submitted by January 9, 2025, provided that all required information has been provided and the application window is open.
 - (D) Prepare NEPA Environmental Questionnaire in accordance with State and Federal regulations (if required at additional cost).
 - (E) THE CITY will be responsible for payment of public hearing costs (if required).

2. In exchange for performance of above said services, related to the preparation and submission of said Grant Application, THE CITY shall authorize payment, as an allowable cost, to THE CONSULTANT, to-wit:
 - (A) Payment of \$11,300.00 due upon signing of this contract, to include:
 - i. Application Preparation & Submission (Grid Resilience)
 - ii. Application Preparation & Submission (Build Kansas Fund)

3. ADDITIONAL SERVICES – Should KCC or DOE require a formal environmental review, in exchange for performance of above said services, related to the preparation and submission of said environmental review, THE CITY shall authorize payment, as an allowable cost, to THE CONSULTANT, to-wit:
- i. NEPA Environmental Review (if required) \$1,950
4. IN WITNESS WHEREOF, the parties hereto have signed their names the day, month and year mentioned above.

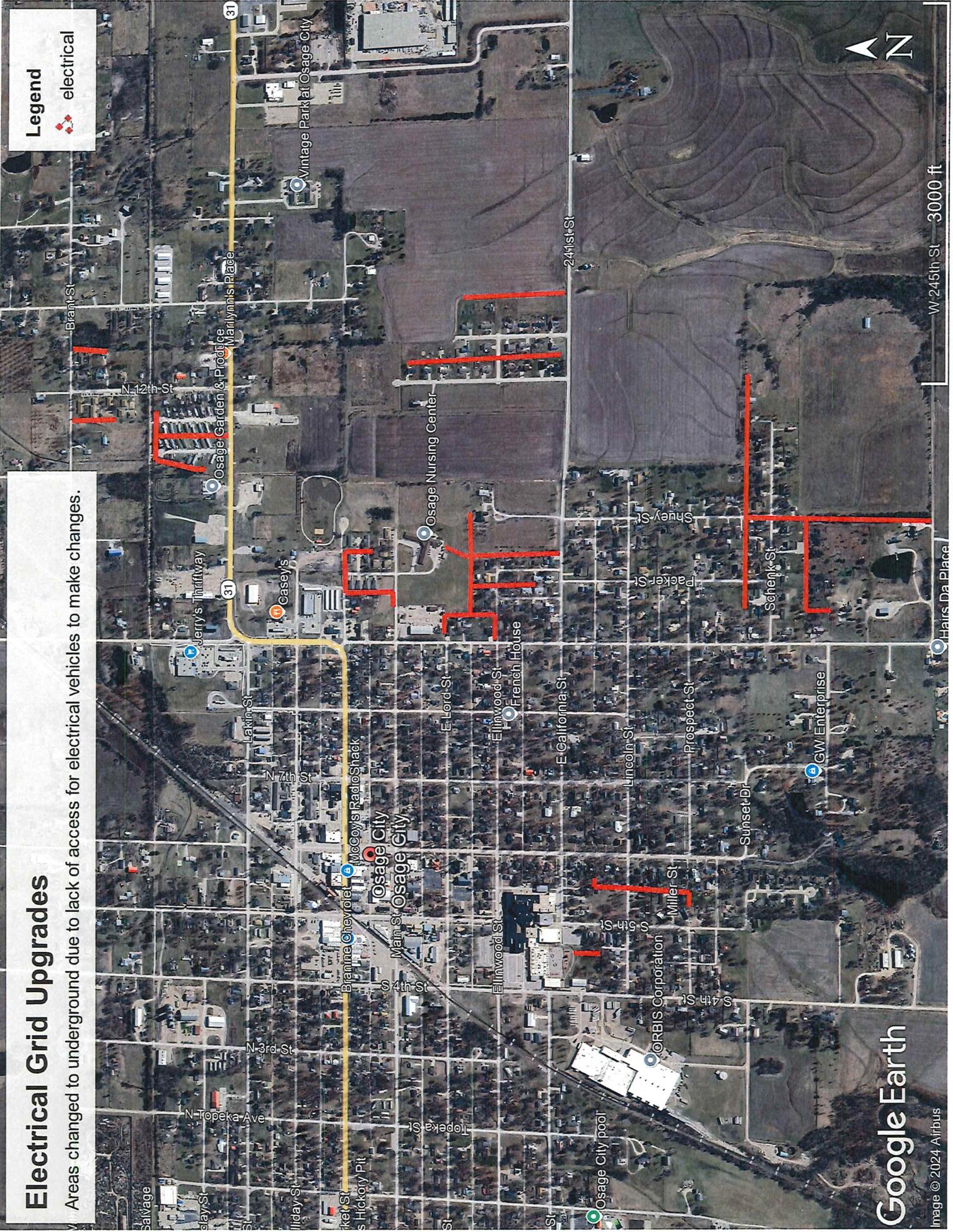
Brian Stromgren
Mayor
City of Osage City, KS


Brett Waggoner
Partner
Western Consultants DBA GAS

Electrical Grid Upgrades

Areas changed to underground due to lack of access for electrical vehicles to make changes.

Legend
electrical



3. Address Utility & Infrastructure

KEY OBJECTIVES:

- A. Prioritize, map, plan existing infrastructure and rate condition
- B. Develop Strategic Plan for infrastructure
- C. Develop Asset Management Plan
- D. Update Utility Maps
- E. Grant applications for improvements and upgrades

OUTCOME MEASURES:

4. Community Promotion

KEY OBJECTIVES:

- A. Enhance social media presence
- B. Expand and enhance existing community events
- C. Update, expand, and maintain city website
- D. Seek support from Osage County
- E. Develop a "5 Things To Do in Osage City" promotion
- F. Print/Radio/Billboards to promote Osage City
- G. Update billboards at roundabout at 75 highway

OUTCOME MEASURES:

5. Osage City Employee Recruitment & Retention

KEY OBJECTIVES:

- A. Partner with other communities to grow talent pool
- B. Identify nonmonetary motivations for city employment
- C. Consider longevity bonuses
- D. Consider accelerating vacation accrual
- E. Wage survey to benchmark with other communities
- F. "PRO" ideas program where employees can receive a bonus for cost saving ideas
- G. Share a recruiter with other communities

KEY OBJECTIVES:

6. Business Recruitment

KEY OBJECTIVES:

- A. Survey what incentives businesses want to locate/stay in OC
- B. Main Street Program
- C. Communication: Business owners aren't always aware of incentives available to them
- D. HEAL Grant application
- E. Pursue Other grants

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 9 & 10	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Christmas Eve

BACKGROUND:

This year's last council meeting is on Christmas Eve. Therefore, the council will need to cancel the December 24th council meeting unless they wish to meet that evening.

In addition, almost every year the City Manager asks the City Council to give the City Employees Christmas Eve off as a holiday.

- 2015—Council approved Christmas Eve
- 2016—Christmas Eve was on Saturday
- 2017—Christmas Eve was on Sunday
- 2018—Council approved Christmas Eve
- 2019—Council approved Christmas Eve
- 2020—Council approved Christmas Eve
- 2021—We had Christmas Eve off because Christmas was on a Saturday
- 2022—Christmas Eve was on a Saturday
- 2023—Christmas Eve was on a Sunday

FISCAL NOTE:

COUNCIL ACTION:

1. Cancel the December 24th Council Meeting
2. Approve adding Christmas Eve as an annual holiday for City Employees and ask the City Attorney to draw up a resolution supporting the motion
3. Approve the City Employees to have 2024 Christmas Eve off
4. Table the discussion on the Christmas Eve annual holiday for City Employees

STAFF RECOMMENDATION:

MOTION:

1. I make a motion to approve adding Christmas Eve to the list of annual holiday for the employees of the City of Osage City

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
11/26/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Katie Hodge, City Manager	APPROVED FOR AGENDA: BY: KH
ITEM NO. 12		

ITEM:

Annual Holiday Lunch for City Employees

BACKGROUND:

The City will be hosting the annual holiday lunch on December 13th at noon for the City Employees, their spouses/significant others, and children.

The City Hall and City Departments will be closed from 11:45 am -1:30 pm that day to allow staff to enjoy the festivities.

The lunch will be catered by Flint Hills Catering.

City Council Members—please join us at this celebration!

FISCAL NOTE:

COUNCIL ACTION:

NONE

Fund Status Report

City of Osage City

Report Selection Criteria: Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed in Alpha by Fund Name? NO
 Exclude Additional Cash? NO
 Include Pending Cash? NO

Fiscal Year: 2024 From Date: 1/1/2024
 From Period: 1 Thru Date: 11/15/2024
 To Period: 11 Option: Date Range
 Exclude Transfers Breakdown? NO

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
General Fund (01)					
010 - General Fund	\$2,545,160.78	\$2,818,074.77	(\$2,496,876.12)	\$216,660.71	\$3,083,020.14
011 - Special Sfty Equipment	\$66,948.63	\$7,659.61	(\$5,517.00)	\$0.00	\$69,091.24
012 - Library Fund	\$0.00	\$196,236.15	(\$196,236.15)	\$0.00	\$0.00
014 - Airport Fund	\$114,050.59	\$306,784.91	(\$39,225.39)	\$0.00	\$381,610.11
016 - Bond & Interest Fund	\$217,047.40	\$138,436.42	(\$561,390.00)	\$319,670.40	\$113,764.22
021 - Electric Fund	\$4,843,053.77	\$3,697,455.98	(\$2,765,693.81)	(\$655,001.60)	\$5,119,814.34
023 - Water Fund	\$2,764,244.02	\$1,308,585.34	(\$553,557.28)	(\$413,357.26)	\$3,105,914.82
025 - Gas Fund	\$1,267,454.82	\$1,254,338.72	(\$958,360.96)	(\$153,152.55)	\$1,410,280.03
027 - Sewer Fund	\$598,396.47	\$466,233.01	(\$289,019.26)	(\$55,680.48)	\$719,929.74
029 - Sanitation Fund	\$621,939.32	\$453,154.63	(\$356,882.92)	(\$15,944.32)	\$702,266.71
031 - Special Highway	\$13,530.72	\$76,514.73	\$0.00	(\$59,888.85)	\$30,156.60
032 - Alcohol Safety Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
033 - Special Parks & Rec	\$52,039.70	\$6,059.51	(\$12,714.05)	\$0.00	\$45,385.16
034 - Special Enf. Trust	\$485.62	\$10.19	\$0.00	\$0.00	\$495.81
035 - Fire Insurance Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
038 - Energy Efficiency	\$5,641.72	\$3,288.81	(\$4,749.86)	\$0.00	\$4,180.67
043 - Pool Cip	\$1,359,797.27	\$4,502.00	(\$16,254.00)	\$125,862.02	\$1,473,907.29
050 - Capital Improvement	\$1,093,570.40	\$11,923.56	(\$623,173.93)	\$281,721.06	\$764,041.09
055 - Equipment Reserve	\$453,155.79	\$0.00	(\$195,050.89)	\$117,444.32	\$375,549.22
071 - LIEAP Liability	\$133,486.32	\$27,742.10	(\$696.70)	\$0.00	\$160,531.72
072 - Utility Deposits	\$89,665.18	\$27,315.00	(\$29,476.00)	\$0.00	\$87,504.18
073 - Court Bond Fund	\$2,318.00	\$0.00	\$0.00	\$0.00	\$2,318.00
080 - Sewer Improvement	\$303,639.65	\$968,234.00	(\$139,753.00)	\$0.00	\$1,132,120.65
081 - Water Improvement	\$0.00	\$0.00	\$0.00	\$77,777.77	\$77,777.77
082 - Public Bldg Commission	\$77,767.77	\$30,255.26	\$0.00	\$0.00	\$108,023.03
083 - Street Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Fund Status Report

City of Osage City

Report Selection Criteria:

Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed in Alpha by Fund Name? NO
 Exclude Additional Cash? NO
 Include Pending Cash? NO

Fiscal Year: 2024

From Date: 1/1/2024

From Period: 1

Thru Date: 11/15/2024

To Period: 11

Option: Date Range

Exclude Transfers Breakdown? NO

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
084 - Sewer Reserve	\$70,000.00	\$0.00	\$0.00	\$19,444.39	\$89,444.39
086 - Electric Improvement	\$754,195.31	\$2,187.50	(\$49,982.17)	\$194,444.39	\$900,845.03
090 - Golf Course	\$8,626.92	\$0.00	\$0.00	\$0.00	\$8,626.92
091 - Huffman Park Tree Donations	\$1,437.68	\$0.00	\$0.00	\$0.00	\$1,437.68
092 - CDBG	\$0.00	\$200,000.00	(\$200,000.00)	\$0.00	\$0.00
093 - MIH	(\$20,408.00)	\$20,408.00	\$0.00	\$0.00	\$0.00
094 - ARPA	\$123,173.05	\$0.00	(\$98,365.65)	\$0.00	\$0.00
095 - Clearing Fund	\$10,843.55	\$172,933.55	(\$163,260.57)	\$0.00	\$24,807.40
996 - Misc Accounts Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
997 - Write Offs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
998 - Long Term Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999 - Accounts Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fund Type Total *	\$17,571,262.45	\$12,198,333.75	(\$9,756,235.71)	\$0.00	\$20,013,360.49
* Report Total *	\$17,571,262.45	\$12,198,333.75	(\$9,756,235.71)	\$0.00	\$20,013,360.49