

OSAGE CITY COUNCIL

Regular Meeting

December 9, 2025

7:00 p.m.

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

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

<https://tinyurl.com/2ajsms3b>

Meeting ID: 294 718 263 301

Passcode: UT9sw62f

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

Phone Conference ID: 352 887 245#

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 11, 2025 No Meeting Minutes
2. Approval of November 18, 2025 Rescheduled Meeting Minutes
3. Approval of November 25, 2025 No Meeting Minutes
4. Approval of CMB Licenses
 - a. *Marilynn's Restaurant*
 - b. *White's Foodliner*
 - c. *Casey's General Store #1255*
 - d. *Osage City Municipal Golf Course*
 - e. *HAAG, Inc. (BP)*

III. Business Before the Council

1. Cancel the January 13, 2026 regularly scheduled meeting and set a special meeting for January 12, 2026 for new council member induction and other business (Action Required)—Katie Hodge, City Manager
2. New Airport Runway Grading Project Discussion and contract approval (Action Required)—Eric Johnson, Project Manager & Alexa Hazelton P.E., Kirkham Michael
3. Discussion related to nuisance geese at the Osage City Municipal Golf Course (Potential Action Required)—Katie Hodge, City Manager; Greg Carson Osage City Municipal Golf Course
4. Cemetery Mowing Contract discussion (Potential Action Required)—Katie Hodge, City Manager



5. Approval of Ordinance No. 1708 amending the Osage City Planning and Zoning Regulations to Establish Standards and Requirements for Outside Storage in Industrial Zoning Districts (Potential Action Required)—Katie Hodge, City Manager
6. Approval of a new pump for Casey’s lift station (Action Required)—Dale Schwieger, Utilities Director
7. Approval of Ordinance No. 1696 Surcharge for All Electric Customers (Action Required)—Katie Hodge, City Manager
8. Osage City’s Christmas Holiday Luncheon on December 15th (Information)—Amy Woodward, City Clerk

IV. Adjournment

Next Ordinance # 1709 Next Resolution # 1144 Next Charter Ordinance # 20



**CITY OF OSAGE CITY
COUNCIL MINUTES**

November 11, 2025

Due to it being Veterans Day the Regular Meeting scheduled for November 11, 2025 was rescheduled to November 18, 2025.

APPROVED: _____ ATTEST: _____
Brian Stromgren, Mayor Amy Woodward, City Clerk

This 9th day of December, 2025

(SEAL)

**CITY OF OSAGE CITY
COUNCIL MEETING
November 18, 2025**

ROLL CALL: Now on this 18th day of November, 2025, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City at 7:00 p.m. The following members being present and participating to wit: Mayor: Brian Stromgren; Council Members: Kathy Ayers, Shirley Bausman, Mike Gilliland, Mike Handly, Cathryn Houghton, Susan Smith, Jeannette Swarts, and Jeff Tice. City Staff present: Rick Godderz, City Attorney; Tom Harm, Police Chief; Katie Hodge, City Manager; Corey Linton, Recreation and Community Improvement Director; Larry Phillips, Police Sergeant; Dale Schwieger, Utilities Director; Amy Woodward, City Clerk. Excused: Sadie Boos, City Treasurer.

Others Present: Greg Carson, Terry Lindbloom, Ed Berends, Robert D Potter, Lynn Gragg, Andrew Lee Boren.

Mayor Stromgren called the meeting to order at 7:00 p.m.

Mayor Stromgren called for a moment of silence for those impacted by the November 15th law enforcement shooting in Northern rural Osage County.

APPROVAL OF THE AGENDA:

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

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of October 28, 2025 Regular Meeting Minutes

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

BUSINESS BEFORE THE COUNCIL:

- 1. 20 Years of Service Recognition for city employees Corey Linton and Larry Phillips – Katie Hodge, City Manager**

Hodge recognized Linton & Phillips on their 20 years of service to the City of Osage City.

- 2. Boats on City Lake Discussion – Bob Potter, Citizen**

Citizens Bob Potter, Terry Lindbloom, Greg Carson, and Ed Berends addressed City Council regarding allowing small electric and trolling motor only boats on the City Lake for recreational fishing, as well as also allowing kayaks.

No action was taken by Council on this topic.

3. Approval of 3-year pasture contract with Daniel Meek (Action Required) – Katie Hodge, City Manager

A 15.60-acre pasture tract located north of the Osage City American Cemetery was up for lease renewal. The bid information was published in the newspaper throughout October, with the bid opening held on Friday, November 7th. Only one bid was received, from Daniel Meek.

Motion made by Smith, second by Tice, to approve the City of Osage City entering into a 3-year lease with Daniel Meek for the 15.6-acre tract exclusive of the right-of-way, located in the southwest ¼ of the southwest ¼, Section 14, Township 1q6, Range 14 East Osage County Kansas and authorizing the City Manager to sign the lease agreement. The motion was declared carried (8-0).

4. Public Hearing for 510 N. 6th Street and Resolution No. 1144 (Potential Action Required) – Katie Hodge, City Manager

Mayor Stromgren opened the Public Hearing at 7:18 p.m.

Hodge expressed concerns on behalf of the City regarding the property.

Andrew Boren (son of the deceased property owner) agreed that the structure should be taken down, and he is making progress toward this.

Hodge requested Boren complete a Demolition Permit and a request for Utility Removal form.

Mayor Stromgren closed the Public Hearing at 7:30 p.m.

Motion made by Tice, second by Smith to approve Resolution No. 1144 finding that the structure located on Part of Southeast ¼, Section 23, Township 16, Range 14 Osage County, Kansas, Beginning 100 ft. North of Northeast CORNER INTERSECTION MISSOURI PACIFIC RAIL ROAD AND 6TH STREET; THEN North 150 ft.; East 150 ft.; South 150 ft., West 150 ft.; TO POINT OF BEGINNING, Original Town of Osage City, Kansas commonly known as 510 N. 6th Street, is unsafe and dangerous and hereby direct such structure to be removed and the premises made safe and secure. The Owners of such structure are hereby given 30 days from the date of publication of this Resolution within which to commence the repairs or removal of such structure, such repairs or removal to be completed within 60 days, and if such owners fail to commence repairs or the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said

governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law. The motion was declared carried (8-0).

5. Approval of Ordinance No. 1707 for the Huffman II Planned Unit Development zoning overlay (Action Required) – Katie Hodge, City Manager

Hodge, reviewed the PUD application approval on October 14th, and the Council subsequently directed the City Attorney to prepare an ordinance designating the respective tract as a Planned Unit Development Overlay District.

Motion made by Handy, second by Gilliland to approve Ordinance No. 1707 for the Huffman Addition II designating a tract of land for a Planned Unit Development in accordance with Article 16, Planned Unit Development Overlay District, of the Zoning Regulations of the City of Osage City, Kansas. The motion was declared carried (7-1) with Swarts dissenting.

6. Approval of Ordinance No. 1708 for the Osage Legacy (13th & Brant) Planned Unit Development zoning overlay (Action Required) – Katie Hodge, City Manager

Hodge, reviewed the PUD application approval on October 14th, and the Council subsequently directed the City Attorney to prepare an ordinance designating the respective tract as a Planned Unit Development Overlay District.

Motion made by Houghton, second by Gilliland to approve Ordinance No. 1708, designating a tract of land for a Planned Unit Development in accordance with Article 16, Planned Unit Development Overlay District, of the Zoning Regulations of the City of Osage City, Kansas. The motion was declared carried (8-0).

7. Approval of Ordinance No. 1709 Interconnection Agreement

Schwieger discussed the State of Kansas changes that impacted the interconnection agreement that was previously in place for the City of Osage City, and recommended updates based on these changes.

Motion by Houghton, second by Smith to approve Ordinance No. 1709 adopting the interconnection standards for installation and parallel operation of customer-owned renewable electric generation. The motion was declared carried (8-0).

8. Executive Session per K.S.A. 75-4319(b) Employer – employee relations and negotiations for a period of 5 minutes to include all council members and Mayor. (Action Required) – Mayor Brian Stromgren

Motion made by Tice, second by Smith to enter into executive session for a period of 5 minutes, to discuss employee relations and negotiations. Motion carried (8-0).

Mayor Stromgren declared Council in executive session at 7:55 p.m.

Mayor Stromgren declared Council back in regular session at 8:45 p.m.

Motion by Smith, second by Bausman to provide City Manager, Katie Hodge, with a 2% raise effective January 1, 2026. The motion was declared carried (8-0).

9. City's Christmas Holiday Luncheon on December 15th – Amy Woodward, City Clerk

Woodward invited Council to the upcoming Holiday Luncheon, please RSVP by December 1st.

ADJOURNMENT: *At the request of Council Member Tice and on his motion, seconded by Council Member Bausman and carried unanimously, the meeting adjourned at 8:02 p.m.*

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk

**CITY OF OSAGE CITY
COUNCIL MINUTES**

November 25, 2025

**Due to it being the Thanksgiving Holiday week the Regular Meeting
scheduled for November 25, 2025 was rescheduled to November 18, 2025.**

APPROVED: _____ ATTEST: _____
Brian Stromgren, Mayor Amy Woodward, City Clerk

This 9th day of December, 2025

(SEAL)

Due for City Council Meeting no later than November 13, 2025.
For City Council Meeting on November 18, 2025

CMB LICENSE RENEWALS – 2026

| | | |
|-------------------------------|-----------------------|------------------------|
| ✓ Marilynn's Restaurant | On Premise - \$75.00 | <u>Paid 11/21/2025</u> |
| ✓ Whites Foodliner | Off Premise - \$50.00 | <u>Paid 9/24/25</u> |
| ✓ Casey's General Store #1255 | Off Premise - \$50.00 | <u>Paid 10/15/25</u> |
| • Osage City Municipal Golf | On Premise - \$75.00 | |
| ✓ HAAG, Inc. (BP) | Off Premise - \$50.00 | <u>Paid @ 11/4/25</u> |

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

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:

Cancel January 13, 2026 meeting and set a special meeting for Monday, January 12, 2026

BACKGROUND:

K.S.A. 25-2120 requires that newly elected officials be sworn in and assume office on the second Monday of January, which in 2026 falls on January 12th. Because this date is one day prior to our regularly scheduled council meeting on January 13th, a special meeting is required. I recommend canceling the regularly scheduled January 13th meeting and conducting all necessary business during the January 12th special meeting.

Outgoing council members will be asked to attend the January 12th meeting to approve the agenda up to the point of adjournment *sine die*. This will include approval of the December 9 meeting minutes and approval of the December 23rd no-meeting minutes. Upon completion of these actions, the council will adjourn *sine die*.

The meeting will then be called to order again for the purpose of administering the oaths of office to the newly elected officials, who will take their seats immediately thereafter. The newly seated council will then proceed with approval of the agenda, approval of the consent agenda, and the remaining business before the governing body, beginning with council orientation.

FISCAL NOTE:

COUNCIL ACTION:

Approve cancelling the January 13th meeting and setting a special meeting for January 12, 2026

STAFF RECOMMENDATION:

Approve the cancelling of the January 13, 2026 meeting and setting a special meeting for January 12, 2026,

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

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

MOTION:

1. I move to cancel the January 13th regularly scheduled council meeting
2. I move to schedule a special meeting for Monday, January 12, 2026 at 7 pm at 221 S. 5th Street for the following items to be placed on the agenda:
 - a. Approval of the agenda to the point of Sine Die (sighnee-dye)
 - b. Approval of the December 9, 2025 minutes
 - c. Approval of the December 23, 2025 no meeting minutes
 - d. Adjourn Sine Die
 - a. Induction of the newly elected officials
 - b. GAAP Waiver
 - c. Appropriation by Fund
 - d. Official City Newspaper
 - e. Official Depositories of Funds
 - f. Council Orientation

NOTICE OF SPECIAL CALLED MEETING

You are hereby notified that I, Mayor Brian Stromgren have called and do hereby call a Special Meeting of the Governing Body of the City of Osage City, Kansas, on Monday January 12, 2025 at the City Council Chambers purpose of the following items:

1. Approval of the agenda to the point of Sine Die
2. Approval of the December 9, 2025 minutes
3. Approval of the December 23,2025 no meeting minutes
4. Adjourn Sine Die
5. Induction of the new elected officials
6. GAAP Waiver
7. Appropriation by Fund
8. Official City Newspaper
9. Official Depositories of Funds
10. Council Orientation

Dated this 9th day of December, 2025.

Brian Stromgren, Mayor

CONSENT TO MEETING

We, the undersigned, being all the members of the Governing Body of the City of Osage City, Kansas hereby accept service of the foregoing notice, waving any and all irregularities in such service and in such notice and consent to agree that said Governing Body shall meet at the time and place therein.

Dated this 9th day of December, 2025.

Council Member Jeanette Swarts

Council Member Shirley Bausman

Council Member Mike Handly

Council Member Mike Gilliland

Council Member Kathy Ayers

Council Member Susan Smith

Council Member Jeff Tice

Council Member Cathryn Houghton

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

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

ITEM:

Approval of the Airport Grading New Runway Project

BACKGROUND:

Project Overview – Runway 18/36 Design

This project covers both the preliminary and final design for a new 3,500' x 60' Runway 18/36. The design will include lighting, paving, grading, drainage, and planning for necessary utility and county road relocations.

Project Phasing

- **Phase 1:** Grading, drainage, and utility relocations
- Additional phases will follow for full runway construction.

Project Management

- **Project Engineer:** Alexa Hazelton, P.E.
- **Project Manager:** Eric Johnson

Consultant Responsibilities

- Provide all personnel and equipment needed for the project.
- Ensure accuracy, quality, and coordination of all designs, drawings, reports, surveys, and related documents.

FISCAL NOTE:

The City (Sponsor) will pay the Consultant for each project phase as a **lump sum**, with payments generally made **monthly based on the percentage of work completed**.

Phase Payments

- **Contract Administration:** \$50,068.59
Paid monthly based on work completed.
- **Preliminary Phase:** \$200,001.47
Paid monthly based on work completed.
- **Design Phase:** \$197,991.95
Paid monthly based on work completed.
- **Bidding Phase:** \$16,912.53
Payment schedule:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

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

- 85% when bids are received
- 15% when the bidding phase is complete
- **Construction Phase:**
Will be added later by amendment.
- **Close-Out Phase:**
Will be added later by amendment.

Special Services

If additional services are needed, a supplemental agreement will be created with the associated cost. All supplemental agreements require the same approval as the original contract.

Contract Adjustments

- If the scope of work changes or costs increase/decrease, the contract will be adjusted through a supplemental agreement.
- If work extends beyond 18 months due to circumstances outside the Consultant's control, cost adjustments may be negotiated.
- The City will not reduce final payment for design work even if certain project elements are not constructed.

Subconsultants

Each subconsultant must have its own exhibit detailing hours, rates, and fees.

Federal Requirements

Federal Contract Provisions (dated May 24, 2023) are attached and incorporated into the agreement.

COUNCIL ACTION:

1. Approval the contract between Kirkham Michael and the City of Osage City to begin new runway grading project
2. Reject the contract between Kirkham Michael and the City of Osage City to begin new runway grading project
3. Table for a later discussion

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

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

STAFF RECOMMENDATION:

Approve the contract

MOTION:

I move to approve the Kirkham Michael contract for the Grading Phase of the New Runway 18/36 Airport Project in an amount not to exceed \$464,974.54

**Grading for New Runway 18/36
Osage City Municipal Airport (53K)
Osage City, Kansas
Airport Improvement Program (AIP) Project No. 3-20-0120-_____**

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of 116 W. Iron Avenue, Salina, Kansas 67401, hereinafter called the "Consultant" and the City of Osage City, 201 S. 5th Street, Osage City, Kansas 66523, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 through 7 for the following project.

1. **Grading for new Runway 18/36 (3,500' x 60') including safety and object free areas.**
2. **Utility coordination for power lines at approach end of 36. Provide layouts for relocations.**
3. **Coordination for ultimate county road relocation.**

Project Description

This project includes preliminary and final design for the new Runway 18/36 (3,500' x 60') including lighting, paving, grading, drainage, and anticipated utility and county road relocation. The project will be constructed in phases. The first will be the grading, drainage and utility relocations.

Alexa Hazelton, P.E. will represent the Consultant as Project Engineer, and Eric Johnson will represent the Consultant as Project Manager/Principle in Charge in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Engineer shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

SECTION 2: CONTRACT ADMINISTRATION

Under this phase, the Consultant agrees to provide the following:

- a. Preliminary meeting with Sponsor, KDOT, and Federal Aviation Administration (FAA). This will include a project overview of funding, project requirements, schedules, and other details.
- b. Prepare final scope. This task will be to determine project phasing for construction.

- c. Complete grant applications. This will include anticipated KDOT funding with applications due on or before January 30, 2026. The FAA CIP and grant applications for this project will be February 2026.
- d. Project coordination. Coordinate with the Sponsor, KDOT, and the FAA to provide information on developments and decisions that are made concerning the project.
- e. Project meetings. Conduct 4 progress meetings and prepare summary notes for each.
- f. Complete DBE plan. Prepare necessary documents pertaining to this program.

SECTION 3: PRELIMINARY PHASE

Under this phase, the Consultant agrees to provide the following:

- a. Complete topographic survey. This will include all the proposed improvements including road relocation, existing site for connector taxiways, and drainage throughout the whole project. The anticipated total area is approximately 250 acres. AC 150/5320-5D will be followed.
- b. Geotechnical coordination. This will include approximately 25 borings per FAA guidelines found in 150\5320-6G. A full report will be included.
- c. Conduct a project kickoff meeting via teleconference with the Sponsor and the FAA in accordance with AIP Sponsor Guide No. 910 Predesign Conference. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- d. Coordination with county on road relocations. This item will include 4 meetings with County and City officials. Preliminary layouts will be provided as well as preliminary design.
- e. Coordination with utility companies. 3 meetings with utilities companies. Will provide layouts and anticipated locations.
- f. Review ALP for airspace considerations.
- g. Prepare surface drainage analysis.
- h. Prepare preliminary Construction Safety and Phasing Plan (CSPP).
- i. Prepare preliminary cost estimates.
- j. Prepare preliminary project layout board.
- k. Present the preliminary project results and recommendations to City and other interested entities.
- l. Prepare and submit electronic 7460-1 forms.
- m. Perform quality control.

- n. Environmental coordination.
- o. Conduct a plan-in-hand review on-site for preliminary layout.

This phase will be complete upon completion of all items listed above.

SECTION 4: DESIGN PHASE GRADING

Under this phase, the Consultant agrees to provide the following:

- a. Prepare preliminary plans for grading. This will include cover sheet, index of drawings, project layout including survey, construction safety, erosion control, removal and demo plans, grading and drainage, plan and profile, typical sections, cross-sections, and utility relocation. Estimated number of sheets is 35.
- b. Prepare preliminary specifications.
- c. Existing and final drainage plan.
- d. Modification of standards as required.
- e. Prepare 60% cost opinion.
- f. Conduct onsite plan review at 60%.
- g. Update plans to 90%.
- h. Update specifications to 90%.
- i. Prepare and submit 90% plans and specifications.
- j. Prepare and submit final cost estimate.
- k. Prepare and submit final Engineer's Report.
- l. Prepare and submit draft construction management report.
- m. Prepare bid documents of plans and specifications.
- n. Project coordination. Coordinate with the Sponsor and the FAA to provide information on developments and decisions that are made concerning the project.
- o. Project meetings. Conduct 3 project meetings and prepare summary for each.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service

and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. Electronic drawings will be furnished to the Sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 5: BIDDING PHASE

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services:

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notice to potential bidders and plan rooms. Contact Contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications. Evaluate bidders' compliance with Buy American Certification and Disadvantaged Business Enterprise (DBE) participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 1. Bid date;
 2. Summarized bid table;
 3. Evaluation of unit price extensions and total base bid, including an error check;
 4. Addendums and acknowledgements;
 5. Additional insured cost, if any;
 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any), review for compliance with Sponsor's DBE program requirements;
 7. Buy American compliance;
 8. Confirmation of bidder's signature on proposal form;
 9. Bid guarantee;
 10. Pre-qualification requirements;
 11. Pre-bid meeting (if any);
 12. Review of qualifications;

- 13. Debarment list verification;
 - 14. Provide list of subcontractors;
 - 15. Recommendation to award.
- i. Conduct 1 teleconference to present bids to the Sponsor.
 - j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
 - k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide 1 bound set each to FAA, Sponsor, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 6: CONSTRUCTION PHASE
This phase will be added by amendment

Under this phase the Consultant agrees to perform the following services.

- a. Provide project administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, KDOT, and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project.
- b. Prepare and submit Quarterly Performance Reports on FAA Form 5100-140.
- c. Assign Project Engineer to the project who will periodically perform construction observation of the work in progress. It is estimated that the Project Engineer will make 2 site visits: 1 visit prior to the start of construction and 1 towards the end.
- d. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.
- e. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- f. Provide part-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*.
- g. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor and FAA.
- h. Provide a weekly photo log with the Construction Reports for each week that the Contractor is onsite from the start of construction until substantial completion.

- i. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O. requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Sponsor Guide No. 1073 *Monitoring Labor and Civil Rights Requirements Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project closeout.
- j. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- k. Review amounts owed to Construction Contractors and prepare progress estimate forms certified by Construction Contractor(s).
- l. Arrange and conduct substantial completion walkthrough with Sponsor and Construction Contractor. Prepare punch list.
- m. Monitor completion of punch list items.
- n. Arrange and attend final inspection.
- o. Complete As-Built survey.

This phase will be complete upon completion of all items listed above.

SECTION 6A: CLOSEOUT PHASE
This phase will be added by amendment

Under this phase the Consultant agrees to perform the following services for final close-out documents which, shall be provided to FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610 *Development Project Closeout*) and prior to the consultant's final pay request.

- a. Final Inspection Report Form 5100-17
- b. Final Outlay Report (SF-271)
- c. Final Federal Financial Report (SF-425)
- d. Final Project Cost Summary
- e. Summary of DBE Utilization – to be included in the Final Construction Report
- f. Final Construction Report – one copy each to Sponsor and FAA
- g. As-built Drawings
- h. As-built Airport Layout Plan showing as-built conditions of the project

SECTION 7: SPECIAL SERVICES

The Consultant will provide the following services. Services not listed in Sections 2 through 6 can only be added by supplemental agreement to this contract.

- a. Geotechnical engineering, pavement core investigation, soil investigation, and laboratory tests will be provided by Terracon Consultants, Inc.

SECTION 8: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Contract Administration. Payment for the items included in Section 2, Contract Administration, shall be the lump sum of \$50,068.59 shown on Exhibit B, attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 3: Preliminary Phase. Payment for the items included in Section 3, Preliminary Phase, shall be the lump sum of \$200,001.47 shown on Exhibit C, attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 4: Design Phase. Payment for the items included in Section 4, Design Phase, shall be the lump sum of \$197,991.95 shown on Exhibit D, attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 5: Bidding Phase. Payment for the items included in Section 4, Design Phase, shall be the lump sum of \$16,912.53 shown on Exhibit E, attached and made a part hereto. Payment shall be due according to the following payment schedule:

85% when bids are received;
15% when Bidding Phase is completed.

Section 6: Construction Phase Will be added by amendment.

Section 6A: Close Out Phase. Will be added by amendment.

Section 7: Special Services

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of

the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant exhibits shall break out hours, rates, and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions, dated May 24, 2023, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

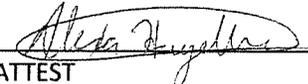
APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this _____ day of _____, 20____, with copies to be filed with the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
116 W. Iron Avenue
Salina, Kansas 67401



ATTEST



Eric W. Johnson
Vice President

AIRPORT SPONSOR

City of Osage City
201 S. 5th Street
Osage City, Kansas 66523

ATTEST

Title

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B
Osage City Municipal Airport (53K), Osage City, KS
AIP Project No. 3-20-0120-TBD
Grading for New Runway 18/36
Contract Administration Phase
Cost Breakdown

| | Project Engineer | | Project Manager | | Sr. Eng. | | Asst. Eng. | | Party Chief | | Survey Manager | | CADD | | Clerical | | Principal | | Total | Total |
|---|------------------|---------------------|-----------------|---------------------|----------|-------------|------------|---------------------|-------------|-------------|----------------|------------------|----------|-------------|-----------|--------------------|-----------|--------------------|------------|---------------------|
| | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | Cost |
| a. Preliminary meeting with Sponsor and FAA | 20 | \$ 1,105.80 | 20 | \$ 1,346.20 | | \$ - | 20 | \$ 971.20 | | \$ - | | \$ - | | \$ - | | \$ - | 8 | \$ 865.36 | 68 | \$ 4,286.56 |
| b. Prepare final scope | 17 | \$ 939.93 | 18 | \$ 1,211.58 | | \$ - | 16 | \$ 776.96 | | \$ - | 4 | \$ 355.76 | | \$ - | | \$ - | 2 | \$ 216.34 | 57 | \$ 3,500.57 |
| c. Grant applications | 4 | \$ 221.16 | 2 | \$ 134.62 | | \$ - | 2 | \$ 97.12 | | \$ - | | \$ - | | \$ - | 6 | \$ 177.00 | | \$ - | 14 | \$ 629.90 |
| d. Project coordination | 8 | \$ 442.32 | 4 | \$ 269.24 | | \$ - | 10 | \$ 485.60 | | \$ - | | \$ - | | \$ - | 10 | \$ 295.00 | | \$ - | 32 | \$ 1,492.16 |
| e. Project meetings | 20 | \$ 1,105.80 | 40 | \$ 2,692.40 | | \$ - | 40 | \$ 1,942.40 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 100 | \$ 5,740.60 |
| f. DBE plan | 4 | \$ 221.16 | 4 | \$ 269.24 | | \$ - | 4 | \$ 194.24 | | \$ - | | \$ - | | \$ - | 4 | \$ 118.00 | | \$ - | 16 | \$ 802.64 |
| Subtotal | 73 | \$ 4,036.17 | 88 | \$ 5,923.28 | 0 | \$ - | 92 | \$ 4,467.52 | 0 | \$ - | 4 | \$ 355.76 | 0 | \$ - | 20 | \$ 590.00 | 10 | \$ 1,081.70 | 287 | \$ 16,454.43 |
| Overhead (169.28%) | | \$ 6,832.43 | | \$ 10,026.93 | | \$ - | | \$ 7,561.62 | | \$ - | | \$ 602.23 | | \$ - | | \$ 998.75 | | \$ 1,831.10 | | \$ 27,854.06 |
| Subtotal | | \$ 10,868.60 | | \$ 15,950.21 | | \$ - | | \$ 12,030.14 | | \$ - | | \$ 957.99 | | \$ - | | \$ 1,588.75 | | \$ 2,912.80 | | \$ 44,308.49 |

Subtotal \$ 44,308.49
Fixed fee: 13% \$ 5,760.10



Miles Rate \$ 0.70 /mile Mileage \$ -
Meals Rate \$ 68.00 /day Per Diem \$ -
Stays Rate \$ 110.00 /night Hotel \$ -
Copies \$ -
Geotechnical \$ -
GRAND TOTAL \$ 50,068.59

Exhibit C
Osage City Municipal Airport (53K), Osage City, KS
AIP Project No. 3-20-0120-T8D
Grading for New Runway 18/36
Preliminary Design Phase (30%)
Cost Breakdown

| | Project Engineer | | Project Manager | | Sr. Eng. | | Asst. Eng. | | Party Chief | | Survey Manager | | CADD | | Clerical | | Principal | | Total | Total Cost | |
|---|------------------|---------------------|-----------------|---------------------|-----------|--------------------|------------|---------------------|-------------|---------------------|----------------|--------------------|-----------|---------------------|----------|-------------|-----------|------------------|-------------|------------|-------------------|
| | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | | | |
| a. Topo survey | 4 | \$ 221.16 | 4 | \$ 269.24 | 2 | \$ 216.34 | 20 | \$ 971.20 | 240 | \$ 10,615.20 | 8 | \$ 711.52 | 25 | \$ 1,005.75 | \$ - | \$ - | 2 | \$ 216.34 | 305 | \$ | 14,324.35 |
| b. Geotechnical coordination | 4 | \$ 221.16 | 4 | \$ 269.24 | \$ - | \$ - | 4 | \$ 194.24 | 4 | \$ 176.92 | \$ - | \$ - | 4 | \$ 176.92 | \$ - | \$ - | \$ - | \$ - | 20 | \$ | 1,018.48 |
| c. Conduct a kickoff meeting | 12 | \$ 663.48 | 16 | \$ 1,076.96 | \$ - | \$ - | 12 | \$ 592.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 40 | \$ | 2,331.16 |
| d. Coordination with County on road relocations | 40 | \$ 2,211.60 | 18 | \$ 1,211.58 | 2 | \$ 216.34 | 60 | \$ 2,913.60 | \$ - | \$ - | \$ - | \$ - | 30 | \$ 442.30 | \$ - | \$ - | \$ - | \$ - | 130 | \$ | 6,993.42 |
| e. Coordination with utility companies | 10 | \$ 552.90 | 15 | \$ 1,009.65 | \$ - | \$ - | 40 | \$ 1,942.40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 65 | \$ | 3,504.95 |
| f. Review ALP for airspace considerations | 4 | \$ 221.16 | 8 | \$ 538.40 | \$ - | \$ - | 10 | \$ 485.60 | \$ - | \$ - | \$ - | \$ - | 8 | \$ 353.84 | \$ - | \$ - | \$ - | \$ - | 30 | \$ | 1,599.08 |
| g. Prepare surface drainage analysis | 40 | \$ 2,211.60 | 4 | \$ 269.24 | 2 | \$ 216.34 | 60 | \$ 2,913.60 | 10 | \$ 442.30 | \$ - | \$ - | 8 | \$ 353.84 | \$ - | \$ - | \$ - | \$ - | 124 | \$ | 6,496.92 |
| h. Prepare preliminary CSPP | 20 | \$ 1,105.80 | 8 | \$ 538.48 | \$ - | \$ - | 40 | \$ 1,942.40 | \$ - | \$ - | \$ - | \$ - | 20 | \$ 884.80 | \$ - | \$ - | \$ - | \$ - | 68 | \$ | 4,471.28 |
| i. Prepare preliminary cost estimates | 10 | \$ 552.90 | 2 | \$ 134.62 | \$ - | \$ - | 10 | \$ 456.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 42 | \$ | 2,144.33 |
| j. Prepare preliminary project layout board | 4 | \$ 221.16 | 2 | \$ 134.62 | \$ - | \$ - | 30 | \$ 1,456.80 | \$ - | \$ - | \$ - | \$ - | 20 | \$ 884.80 | \$ - | \$ - | \$ - | \$ - | 56 | \$ | 2,697.18 |
| k. Present the preliminary project results and recommendations | 8 | \$ 442.32 | 16 | \$ 1,076.96 | \$ - | \$ - | 16 | \$ 776.96 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 40 | \$ | 2,296.24 |
| l. Prepare and submit electronic 7460-1 forms | 2 | \$ 110.58 | \$ - | \$ - | \$ - | \$ - | 4 | \$ 194.24 | \$ - | \$ - | \$ - | \$ - | 4 | \$ 176.92 | \$ - | \$ - | \$ - | \$ - | 10 | \$ | 481.74 |
| m. Perform quality control | 4 | \$ 221.16 | 4 | \$ 269.24 | 8 | \$ 663.36 | 4 | \$ 194.24 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 20 | \$ | 1,550.00 |
| n. Environmental coordination | 20 | \$ 1,105.80 | 10 | \$ 673.10 | 10 | \$ 1,790.72 | 8 | \$ 388.48 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 54 | \$ | 3,898.10 |
| o. Conduct a plan-in-hand review on-site for preliminary layout | 16 | \$ 884.64 | 20 | \$ 1,346.20 | \$ - | \$ - | 20 | \$ 971.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 56 | \$ | 3,202.04 |
| Subtotal | 198 | \$ 10,947.42 | 131 | \$ 8,817.91 | 30 | \$ 3,245.10 | 358 | \$ 17,384.48 | 254 | \$ 11,234.42 | 8 | \$ 711.52 | 99 | \$ 4,378.77 | 0 | \$ - | 2 | \$ 216.34 | 1080 | \$ | 56,935.64 |
| Overhead (169.28%) | | \$ 18,531.79 | | \$ 14,926.45 | | \$ 5,493.31 | | \$ 29,428.45 | | \$ 19,017.63 | | \$ 1,204.41 | | \$ 7,412.38 | | \$ - | | \$ 366.22 | | \$ | 96,380.69 |
| Subtotal | | \$ 29,479.21 | | \$ 23,744.06 | | \$ 8,738.41 | | \$ 46,812.93 | | \$ 30,252.05 | | \$ 1,915.93 | | \$ 12,791.15 | | \$ - | | \$ 582.56 | | \$ | 153,316.35 |

Subtotal \$ 153,316.35
Fixed fee: 13% \$ 19,931.32

Expenses
Miles 1100 Rate \$ 0.70 /mile Mileage \$ 770.00
Meals 8 Rate \$ 68.00 /day Per Diem \$ 544.00
Stays 4 Rate \$ 110.00 /night Hotel \$ 440.00
Copies \$ -
Geotechnical field \$ 25,000.00
GRAND TOTAL \$ 200,001.47

Exhibit D
Osage City Municipal Airport (53K), Osage City, KS
AIP Project No. 3-20-0120-TBD
Grading for New Runway 18/36
Design Phase (60%, 90%, and Final)
Cost Breakdown

| Project Expense | Project Manager | | Sr. Eng. | | Asst. Eng. | | Estimator | | Survey Station | | CADD | | Civil | | Prebid | | Total | | |
|---|-----------------|-----------|----------|-----|------------|----------|-----------|-----|----------------|-----------|------|-----|-------|-----|--------|-----|-------|-----|------------|
| | Rate | Qty | Rate | Qty | Rate | Qty | Rate | Qty | Rate | Qty | Rate | Qty | Rate | Qty | Rate | Qty | Rate | Qty | |
| 1. Prepare preliminary plans | \$ | 442.32 | 1 | 1 | \$ | 138.62 | 1 | 1 | \$ | 485.00 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,067.14 |
| 2. Conduct site | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 187.02 |
| 3. Index of drawings | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 187.02 |
| 4. Prepare layout survey control, quarter tables, general notes | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 1,466.11 |
| 5. Conduct site survey | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,138.64 |
| 6. Erosion control | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 1,235.75 |
| 7. Removal and storm plans | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 981.21 |
| 8. Grading and drainage | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,614.62 |
| 9. Plan and profile | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 1,937.84 |
| 10. Type of sections | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,331.44 |
| 11. Utility relocation | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 981.21 |
| 12. Erosion control | \$ | - | 1 | 1 | \$ | - | 1 | 1 | \$ | 97.13 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 1,864.12 |
| 13. Prepare preliminary open flow plan | \$ | 3,127.40 | 10 | 1 | \$ | 1,140.32 | 1 | 1 | \$ | 4,667.72 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 10,905.14 |
| 14. Existing and final drainage plan | \$ | 3,127.40 | 10 | 1 | \$ | 1,140.32 | 1 | 1 | \$ | 4,667.72 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 8,990.25 |
| 15. Monthly report standards | \$ | 332.80 | 4 | 1 | \$ | 249.14 | 1 | 1 | \$ | - | 1 | 1 | \$ | - | 1 | \$ | - | 1 | 612.14 |
| 16. Prepare 60% and open | \$ | 442.32 | 1 | 1 | \$ | 138.62 | 1 | 1 | \$ | 485.00 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,130.08 |
| 17. Conduct plan review at 60% | \$ | 442.32 | 1 | 1 | \$ | 138.62 | 1 | 1 | \$ | 485.00 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,133.88 |
| 18. Update plan to 90% per a 1-11 | \$ | 130.54 | 1 | 1 | \$ | 47.13 | 1 | 1 | \$ | 163.67 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,148.05 |
| 19. Update specifications to 90% | \$ | 442.32 | 1 | 1 | \$ | 138.62 | 1 | 1 | \$ | 485.00 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,240.00 |
| 20. Prepare and submit 90% plans and spec's | \$ | 442.32 | 10 | 1 | \$ | 471.10 | 1 | 1 | \$ | 794.49 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 1,581.12 |
| 21. Prepare and submit final cost estimate | \$ | 130.54 | 1 | 1 | \$ | 47.13 | 1 | 1 | \$ | 163.67 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,165.90 |
| 22. Prepare and submit final engineer's report | \$ | 442.32 | 1 | 1 | \$ | 138.62 | 1 | 1 | \$ | 485.00 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 1,247.08 |
| 23. Prepare and submit draft construction management report | \$ | 442.32 | 1 | 1 | \$ | 47.13 | 1 | 1 | \$ | 163.67 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 898.11 |
| 24. Prepare bid documents (plans and spec's) | \$ | 332.80 | 1 | 1 | \$ | 138.62 | 1 | 1 | \$ | 485.00 | 1 | 1 | \$ | 20 | 1 | \$ | 20 | 1 | 4,013.11 |
| 25. Project coordination | \$ | 1,020.00 | 20 | 1 | \$ | 1,840.10 | 1 | 1 | \$ | 718.40 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 3,114.40 |
| 26. Project meetings | \$ | 884.64 | 16 | 1 | \$ | 1,076.76 | 1 | 1 | \$ | 776.76 | 1 | 1 | \$ | 40 | 1 | \$ | 40 | 1 | 1,776.92 |
| Subtotal | \$ | 13,046.44 | 170 | 1 | \$ | 6,750.10 | 1 | 1 | \$ | 22,800.00 | 1 | 1 | \$ | 200 | 1 | \$ | 200 | 1 | 64,708.00 |
| Overhead (15.0 %) | \$ | 2,000.00 | 1 | 1 | \$ | 1,000.00 | 1 | 1 | \$ | 1,547.00 | 1 | 1 | \$ | 100 | 1 | \$ | 100 | 1 | 109,173.27 |
| Subtotal | \$ | 15,046.44 | 171 | 1 | \$ | 7,750.10 | 1 | 1 | \$ | 24,347.00 | 1 | 1 | \$ | 300 | 1 | \$ | 300 | 1 | 174,871.27 |

Subtotal \$ 174,245.87
Fixed fee: 13% \$ 22,651.98
Expenses
Mile 860 Rate \$ 0.70 /mile Mileage \$ 608.00
Meals 4 Rate \$ 88.00 /day Per Diem \$ 352.00
Stamps 2 Rate \$ 110.00 /sheet Paper \$ 220.00
Copies \$ -
NYS ADS \$ -
GRAND TOTAL \$ 197,991.95

Exhibit E
Osage City Municipal Airport (53K), Osage City, KS
AIP Project No. 3-20-0120-TBD
Grading for New Runway 18/36
Bid Phase
Cost Breakdown

| | Project Engineer | | Project Manager | | Sr. Eng. | | Asst. Eng. | | Party Chief | | Survey Manager | | CADD | | Clerical | | Principal | | Total | Total |
|---|------------------|--------------------|-----------------|--------------------|----------|-------------|------------|--------------------|-------------|-------------|----------------|-------------|----------|-------------|-----------|--------------------|-----------|-------------|------------|---------------------|
| | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | \$ | Hrs. | Cost |
| Provide sufficient copies of the approved documents to plan rooms, a. Sponsor, and QuestCON.com | 2 | \$ 110.58 | | \$ - | | \$ - | 2 | \$ 97.12 | | \$ - | | \$ - | | \$ - | 8 | \$ 236.00 | | \$ - | 12 | \$ 443.70 |
| b. Mail and/or email notices to potential bidders | 4 | \$ 221.16 | 2 | \$ 134.62 | | \$ - | 4 | \$ 194.24 | | \$ - | | \$ - | | \$ - | 8 | \$ 236.00 | | \$ - | 18 | \$ 786.02 |
| c. Answer questions raised during the bidding process | 8 | \$ 442.32 | 2 | \$ 134.62 | | \$ - | 9 | \$ 437.04 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 19 | \$ 1,013.98 |
| d. Issue addenda as required | 4 | \$ 221.16 | 1 | \$ 67.31 | | \$ - | 10 | \$ 485.60 | | \$ - | | \$ - | | \$ - | 4 | \$ 118.00 | | \$ - | 19 | \$ 892.07 |
| e. Attend the bid opening | 8 | \$ 442.32 | 2 | \$ 134.62 | | \$ - | 8 | \$ 388.48 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 18 | \$ 965.42 |
| f. Tabulate and analyze bid results | 2 | \$ 110.58 | | \$ - | | \$ - | 2 | \$ 97.12 | | \$ - | | \$ - | | \$ - | 2 | \$ 59.00 | | \$ - | 6 | \$ 266.70 |
| g. Review bidder's qualifications | 4 | \$ 221.16 | | \$ - | | \$ - | 4 | \$ 194.24 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 8 | \$ 415.40 |
| h. Furnish written recommendations including items h.1-h.15 per pages 4-5 of the contract | 1 | \$ 55.29 | | \$ - | | \$ - | 1 | \$ 48.56 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 2 | \$ 103.85 |
| i. Conduct one teleconference to present results to Sponsor | 1 | \$ 55.29 | | \$ - | | \$ - | 1 | \$ 48.56 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 2 | \$ 103.85 |
| j. Assist Sponsor with submission of required documents to obtain approval for contracts | 1 | \$ 55.29 | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | 4 | \$ 118.00 | | \$ - | 5 | \$ 173.29 |
| k. Prepare all executed contract documents including bonds, insurance, etc. | 1 | \$ 55.29 | | \$ - | | \$ - | 1 | \$ 48.56 | | \$ - | | \$ - | | \$ - | 5 | \$ 147.50 | | \$ - | 7 | \$ 251.35 |
| Subtotal | 36 | \$ 1,990.44 | 7 | \$ 471.17 | 0 | \$ - | 42 | \$ 2,019.52 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 31 | \$ 914.50 | 0 | \$ - | 116 | \$ 5,415.61 |
| Overhead (169.28%) | | \$ 3,369.42 | | \$ 797.60 | | \$ - | | \$ 3,452.50 | | \$ - | | \$ - | | \$ - | | \$ 1,548.07 | | \$ - | | \$ 9,167.58 |
| Subtotal | | \$ 5,359.86 | | \$ 1,268.77 | | \$ - | | \$ 5,492.02 | | \$ - | | \$ - | | \$ - | | \$ 2,462.57 | | \$ - | | \$ 14,583.21 |

Subtotal \$ 14,583.21
Fixed fee: 13% \$ 1,895.82

Expenses
Miles 425 Rate \$ 0.70 /mile Mileage \$ 297.50
Meals 2 Rate \$ 68.00 /day Per Diem \$ 136.00
Copies \$ -
Subconsultants \$ -

GRAND TOTAL \$ 16,912.53

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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Osage City KS Airport

New runway 18/36

AIP Project # TBD

12/2/2025

Summary for Consultant Services

| <u>KM</u> | <u>IFE</u> | <u>Difference</u> | <u>Above/Below IFE</u> | <u>Percentage</u> | <u>Sub KM</u> | <u>Sub IFE</u> |
|---------------------------|---------------------------|-------------------|------------------------|-------------------|---------------|----------------|
| Contract Phase | Contract Phase | | | | | |
| \$ 50,068.59 | \$ 47,600.00 | | | | | |
| \$ 50,068.59 | \$ 47,600.00 | \$ 2,468.59 | above | 5% | | |
| Preliminary Design | Preliminary Design | | | | | |
| \$ 175,001.47 | \$ 98,900.00 | | | | | |
| \$ 25,000.00 | \$ 34,000.00 | | | | \$ 25,000.00 | \$ 34,000.00 |
| \$ - | \$ 62,500.00 | | | | \$ - | \$ 62,500.00 |
| \$ 200,001.47 | \$ 195,400.00 | \$ 4,601.47 | above | 2% | | |
| Final Design | Final Design | | | | | |
| \$ 197,991.95 | \$ 191,000.00 | | | | | |
| \$ 197,991.95 | \$ 191,000.00 | \$ 6,991.95 | above | 4% | | |
| Bid Phase | Bid Phase | | | | | |
| \$ 16,912.53 | \$ 20,200.00 | | | | | |
| \$ 16,912.53 | \$ 20,200.00 | \$ (3,287.47) | Below | -19% | | |
| TOTAL | TOTAL | | | | | |
| \$ 464,974.54 | \$ 454,200.00 | \$ 10,774.54 | | 2% | \$ 25,000.00 | \$ 96,500.00 |

*survey is included in Preliminary Design Phase for the Consultant

FAA allows a 10% +/- difference between the IFE and actual Consultant Services

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

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

ITEM:

Golf Course Discussion for Nuisance Geese

BACKGROUND:

On Friday, December 5, 2025, Greg Carson visited City Hall to request authorization for a "controlled hunt" on the Osage City Municipal Golf Course due to ongoing issues with geese damaging the greens, particularly on Hole No. 8. Greg reported that he contacted Kansas Wildlife and Parks for assistance, as similar issues occurred last year. According to their guidance, if the geese are year-round residents, the recommended options are to oil the nests/eggs or conduct a controlled hunt.

I also spoke with Tanner Houck who is also the person Greg spoke with from Kansas Wildlife and Parks on December 5, 2025. He confirmed that their recommended methods of control are nest/egg oiling or, if necessary, a controlled hunt, for which Wildlife and Parks would issue a specific permit. Tanner has contacted both Osage City Police Department and the Osage County Sheriff's Department about the request. A wildlife biologist will also be out to review the damage at the golf course to weigh on the situation.

I have requested that Tanner provide a formal letter outlining recommended methods to deter and/or prevent the geese, which will be provided to the Osage City Council for review when it is received.

The golf course currently uses coyote decoy replicas as a deterrent. These were initially effective but no longer appear to be working

FISCAL NOTE:

COUNCIL ACTION:

1. Approval
2. Reject
3. Table for a later discussion

STAFF RECOMMENDATION:

MOTION:

From: Tanner Houck [KDWP] <Tanner.Houck@KS.GOV>
Sent: Friday, December 5, 2025 11:56 AM
To: Bret Lewis <blewis@oscosherriff.org>; Tom Harm <tharm@osagecity.com>
Subject: FYI Controlled Goose Hunting

Just wanted to let the SO and Osage City PD know that Mr. Greg Carson of Osage City Golf Course contacted me and a regional wildlife biologist about implementing controlled goose hunting within the golf course due to them causing significant damage to the greens. It's still in the works and nothing is set; the wildlife biologist still has to go out to the golf course to assess the damage. I will keep everyone updated on the situation. I have already discussed the matter with Chief Harm this morning since it's within city limits.

Tanner Houck | Game Warden/K-9 Unit
Kansas Department of Wildlife and Parks
Law Enforcement Division
Office 785-273-6740
Cell 620-450-7264
www.ksoutdoors.com



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CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

| | | |
|---------------------------|---|-------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: Recreation | APPROVED FOR AGENDA: |
| ITEM NO. 4 | BY: Donnie Bailey, Parks/Rec Sup | BY: KH |

ITEM:

Cemetery Mowing Contract

BACKGROUND:

The mowing season did not go well. We had numerous complaints throughout the season. I communicated the issues with Mr. Kendall but things did not improve. Problems ranged from not finishing mowing sessions, neglecting to trim, leaving food trash and trimmer string on the ground, hitting or pushing headstones with mowers, blowing excessive amounts of wet grass directly onto stones, and hitting decorations or flowers with mowers and leaving the damaged decorations. The equipment used also did not provide a quality cut with uneven cutting and gouging.

The contractor concluded the season by failing to perform trimming on the last two mows. Consequently, Donnie and Ranier have been trimming around each stone, resetting nearly 100 headstones, and removing clumps of grass from around the stones.

A few photographs documenting these issues are included for reference

FISCAL NOTE:

COUNCIL ACTION:

1. Approve terminating the contract with All American Fencing
2. Reject terminating the contract with All American Fencing
3. Table

STAFF RECOMMENDATION:

Terminate the contract and put it out for bid. We have had too many complaints from too many extremely unhappy citizens to ignore the issues.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

| | | |
|---------------------------|---|---------------------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: Recreation BY: Donnie Bailey, Parks/Rec Sup | APPROVED FOR AGENDA: BY: KH |
| ITEM NO. 4 | | |

MOTION:

I move to terminate the mowing contract for the American and Union Cemeteries with All American Fencing, providing a 30-day notice of termination, and to authorize the solicitation of new bids for these services











MOWING CONTRACT

This Mowing Contract (the "Contract") is made and entered into as of the Effective Date set forth below by and between:

All American Fencing & More

Business Address: 104 N. 9th Street

Phone Number: 620-705-2894

Email: allamericanhaulingllc@gmail.com

(hereinafter referred to as the "Contractor")

AND

City of Osage City

The City of Osage City

201 S. 5th Street, PO Box 250

Osage City, KS 66523

Email: osagecity@osagecity.com

(hereinafter referred to as the "Client")

1. Scope of Work

The Contractor agrees to provide professional mowing services for the **Union Cemetery and the American Cemetery** located along Highway K-31 north of Osage City. Both cemeteries shall be mowed as one unit, with a maximum of **20 mowing times per growing season from April 1 to October 31** each year. The contract shall be valid for a term of **three (3) years**, covering the mowing seasons from **April 1, 2025, through October 31, 2027**.

Each mowing shall include:

- Picking up all litter, including cans, rocks, bottles, paper, trash, plastic flowers, excess branches, debris, or other miscellaneous materials prior to each mowing.
- Trimming around headstones, utility poles, fences, buildings, trees, and any other objects on cemetery property.
- Avoiding blowing wet grass onto headstones to keep them as clean as possible.
- Special emphasis should be made to prevent scalping of the grass from sharp turns of the mowing equipment or trimming too short.
- Maintaining a final grass height between 3 ½" to 4".
- The Contractor is responsible for reseeding any area cut too close or burned by equipment.
- Mowing frequency may vary based on weather conditions:



- During cooler and wetter weather, mowing and trimming will be required more frequently.
 - During periods of extreme heat, mowing may not be required for several weeks.
 - The maximum number of times for mowing and trimming shall not exceed 20 times without further written authorization from the City.
-
- The Contractor shall report any mowing or trimming damage, as well as any vandalism, to the City of Osage City as soon as possible.
 - Contractor shall not mow during the holidays of Memorial Day or July 4th, nor during the time of any funeral services.

Any questions regarding mowing, trimming, or property lines should be directed to **Parks and Facilities Superintendent Donnie Bailey at 785-817-8561** dbailey@osagecity.com

2. Contract Term

The term of this Contract shall be for **three (3) years**, commencing on **April 1, 2025**, and terminating on **October 31, 2027**, unless extended or terminated in accordance with this Contract.

3. Compensation

The Client agrees to compensate the Contractor **\$29,000 per year**, for a total of **\$87,000 over the three-year contract period**. Payments will be made in accordance with the agreed-upon schedule.

4. Payment Terms

Payments shall be made as follows:

Payments will be made in accordance with the City's standard payment schedule upon receipt of invoices from the Contractor.

5. Contractor Responsibilities

The Contractor shall:

- Provide and maintain all necessary equipment, tools, and supplies to ensure an even and pleasant appearance throughout the growing season.
- Perform all mowing services in a professional and timely manner.
- Adhere to all local laws and regulations concerning lawn care and environmental practices.
- Maintain a Commercial General Liability Insurance policy of **\$1,000,000**.



6. Independent Contractor

The Contractor shall perform all services under this Contract as an **independent contractor** and not as an employee, agent, or representative of the Client. The Contractor shall have sole control over the manner and means of performing the services and shall be responsible for all taxes, insurance, and other obligations associated with its employees or subcontractors. The Client shall not control or direct the specific methods or means by which the Contractor performs the services, except as provided in this Contract.

7. Client Responsibilities

The Client shall:

- Provide reasonable access to the cemetery properties for mowing services.
- Ensure that the properties are free of large debris that could damage equipment.
- Promptly notify the Contractor of any concerns or issues related to the services provided.

8. Termination Clause

Either party may terminate this Contract with a **30-day written notice** if the other party fails to perform as agreed upon. Any outstanding payments for services rendered shall be paid upon termination.

9. Indemnification

The Contractor shall not be held liable for any damage caused by pre-existing conditions of the cemetery grounds, including but not limited to irrigation system issues, hidden debris, or hazardous terrain.

10. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Kansas.



11. Agreement

By signing below, both parties acknowledge and agree to the terms and conditions set forth in this Contract.

Client:

City of Osage City

Signature: _____

Printed Name: _____

Date: _____

Contractor:

All American Fencing & More

Signature: _____

Printed Name: _____

Date: _____

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

| | | |
|---------------------------|----------------------------------|-------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: ADMIN | APPROVED FOR AGENDA: |
| ITEM NO. 5 | BY: Katie Hode, City Manager | BY: Katie Hodge |

ITEM:

Article 15 Industrial Districts—Outside Storage Definition and Requirements

BACKGROUND:

At the October 14, 2025 Council meeting, the Council reviewed the proposed definition for Outside Storage and the addition of a section establishing Outside Storage requirements, which would update the City's Planning and Zoning Regulations. Subsequently, Ordinance No. 1708 has been prepared to amend the Planning and Zoning Regulations by adding the Outside Storage definition to Article 2 and establishing corresponding regulations in Article 15 specific to Industrial Zoning Districts.

Upon approval of the ordinance and following the standard protest period after publication, a notification letter will be drafted and sent to all properties located within Industrial Zoning Districts. The letter will inform property owners of the regulatory changes and identify any areas of non-compliance that must be addressed. The City Code Administrator will work with affected property owners to ensure they have adequate time and support to achieve compliance with the new standards.

FISCAL NOTE:

COUNCIL ACTION:

1. Approval Ordinance No. 1708 (subject to City Attorney approval)
2. Reject Ordinance No. 1708
3. Table for a later discussion

STAFF RECOMMENDATION:

Approve Ordinance No. 1708

MOTION:

I move to approve Ordinance No. 1708 amending the Osage City Planning and Zoning Regulations to include the addition of an "Outside Storage" definition under Article 2, Section 2-3: Definitions, and to add Section 15-9, 15.901: "Outside Storage Requirements" under Article 15, establishing the City's standards and requirements for the storage of materials outdoors.

ORDINANCE NO. 1708

AN ORDINANCE AMENDING THE OSAGE CITY PLANNING AND ZONING REGULATIONS TO ESTABLISH STANDARDS AND REQUIREMENTS FOR OUTSIDE STORAGE IN INDUSTRIAL ZONING DISTRICTS.

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

Section 1. Amendment to Definitions

Article 2, Section 2-3 of the Osage City Planning and Zoning Regulations is hereby amended to include the following definition:

"**Outside Storage**" means the placement, keeping, or staging of materials, products, equipment, machinery, vehicles, or supplies in an **unenclosed area** on a parcel zoned for industrial use within the corporate limits of Osage City.

Section 2. Addition of Outside Storage Requirements

Article 15 of the Osage City Planning and Zoning Regulations is hereby amended by adding **Section 15-9: Outside Storage Requirements**, which shall read as follows:

15-901 Purpose and Intent

The purpose of this Section is to establish standards for the placement, maintenance, and screening of outside storage in industrial zoning districts to:

1. Protect public health, safety, and welfare;
2. Maintain the visual quality of the community; and
3. Prevent adverse impacts on adjacent properties.

15-902 Definition

For the purposes of this Section, **Outside Storage** shall mean the placement, keeping, or staging of materials, products, equipment, machinery, vehicles, or supplies in an unenclosed area on a parcel zoned for industrial use within the corporate limits of Osage City.

Outside storage includes, but is not limited to:

- a. Construction materials and equipment;
- b. Raw or processed materials, including but not limited to gravel, mulch, and scrap;
- c. Trailers, shipping containers, and machinery;
- d. Finished products awaiting transport or use.

15-903 Applicability

The provisions of this Section shall apply to all properties in industrial zoning districts where outside storage is maintained, whether temporary or permanent.

15-904 Standards

- a. **Accessory Use.** Outside storage shall be clearly incidental and accessory to a principal industrial use located on the same property.
- b. **Location.** Outside storage shall be located to the side or rear of the principal structure. Such storage shall not encroach into any required front yard setback unless expressly approved through the site plan review process.
- c. **Screening.** All outside storage areas shall be screened from public rights-of-way and from adjacent non-industrial zoning districts by a solid fence, wall, or year-round vegetative buffer, each not less than six (6) feet in height.
- d. **Containment of Loose Materials.** Loose materials, including but not limited to soil, gravel, mulch, scrap, or other particulate matter, shall be stored in bins, covered bins, or otherwise securely confined to prevent wind dispersion, runoff, or scattering onto adjacent properties or public rights-of-way.
- e. **Maintenance.** Outside storage areas shall be maintained in a clean, orderly condition, free of debris, weeds, or any condition that constitutes a public nuisance or health hazard.
- f. **Hazardous Materials.** Any hazardous or regulated substances shall be stored in compliance with all applicable federal, state, and local laws and regulations, including containment and spill prevention requirements.

15-905 Enforcement

Failure to comply with the provisions of this Section shall constitute a violation of the Osage City Zoning Regulations and shall be subject to the enforcement procedures and penalties provided in **Article 28 - Enforcement, Violation, and Penalty** of this Code.

Section 3. Repealer

All provisions of the Osage City Planning and Zoning Regulations in conflict with this ordinance are hereby repealed.

Section 4. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED this ____ day of _____, 2025.

CITY OF OSAGE CITY, KANSAS

Brian Stromgren, Mayor

ATTEST:

Amy Woodward, City Clerk

APPROVED AS TO FORM:

Motor vehicle storage yard. A building or premises where operable, inoperable, abandoned, wrecked or junked vehicles are stored while awaiting final disposition.

Nonconforming lot of record. A lot, whether with or without improvements, which is part of a recorded subdivision or a parcel of land, the deed to which was recorded prior to the adoption of subdivision regulations and neither said lot nor parcel complies with the lot width or area requirements for any permitted uses in the district in which it is located. See also **Lot of record**.

Nonconforming structure. An existing structure which does not comply with the lot coverage, height or yard requirements which are applicable to new structures in the zoning district in which it is located.

Nonconforming use. An existing use of a structure or of land which does not comply with the use regulations applicable to new uses in the zoning district in which it is located.

Nursing homes, retirement homes or convalescent homes. A building operated by an institution or agency licensed by the State of Kansas for the reception, board, care or treatment of three (3) or more unrelated individuals, but not including facilities for the care and treatment of mental illness, or alcohol or narcotics addiction.

Outside Storage means the placement, keeping, or staging of materials, products, equipment, machinery, vehicles, or supplies in an unenclosed area on a parcel zoned for industrial use within the city limits of Osage City. This includes, but is not limited to:

- Construction materials and equipment
- Raw or processed materials (e.g., gravel, mulch, scrap)
- Trailers, shipping containers, and machinery
- Finished products awaiting transport or use

Overlay district. A district which acts in conjunction with the underlying base zoning district.

Owner. Any person, agent, firm or corporation having a legal or equitable interest in the property.

Package liquor store. An establishment in which alcoholic beverages are sold for consumption off the premises.

Section 15-9 – Outside Storage Requirements

15-901 Purpose and Intent.

The purpose of this Section is to establish standards for the placement, maintenance, and screening of outside storage in industrial zoning districts to protect public health, safety, and welfare; maintain the visual quality of the community; and prevent adverse impacts on adjacent properties.

15-902 Definition.

For the purposes of this Section, *Outside Storage* shall mean the placement, keeping, or staging of materials, products, equipment, machinery, vehicles, or supplies in an unenclosed area on a parcel zoned for industrial use within the corporate limits of Osage City.

Outside storage includes, but is not limited to, the following:

- a. Construction materials and equipment;
- b. Raw or processed materials, including but not limited to gravel, mulch, and scrap;
- c. Trailers, shipping containers, and machinery;
- d. Finished products awaiting transport or use.

15-903 Applicability.

The provisions of this Section shall apply to all properties in industrial zoning districts where outside storage is maintained, whether temporary or permanent.

15-904 Standards.

- a. **Accessory Use.** Outside storage shall be clearly incidental and accessory to a principal industrial use located on the same property.
- b. **Location.** Outside storage shall be located to the side or rear of the principal structure. Such storage shall not encroach into any required front yard setback unless expressly approved through the site plan review process.
- c. **Screening.** All outside storage areas shall be screened from public rights-of-way and from adjacent non-industrial zoning districts by a solid fence, wall, or year-round vegetative buffer, each not less than six (6) feet in height.
- d. **Containment of Loose Materials.** Loose materials, including but not limited to soil, gravel, mulch, scrap, or other particulate matter, shall be stored in bins, covered bins, or otherwise securely confined to prevent wind dispersion, runoff, or scattering onto adjacent properties or public rights-of-way.
- e. **Maintenance.** Outside storage areas shall be maintained in a clean, orderly condition, free of debris, weeds, or any condition that constitutes a public nuisance or health hazard.
- f. **Hazardous Materials.** Any hazardous or regulated substances shall be stored in compliance with all applicable federal, state, and local laws and regulations, including containment and spill prevention requirements.

15-905 Enforcement.

Failure to comply with the provisions of this Section shall constitute a violation of the

Osage City Zoning Regulations and shall be subject to the enforcement procedures and penalties provided in **Article 28 – Enforcement, Violation, and Penalty** of this Code.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/09/2025

TIME
7:00 P.M.

| | | |
|---------------------------|---|-------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: Administration | APPROVED FOR AGENDA: |
| ITEM NO. 6 | BY: Dale Schwieger, Utilities Director | BY: KH |

ITEM:

Purchase of an additional lift station pump for the sewage lift station at Casey's.

BACKGROUND:

We had issues with the lift station on November 4th, where it would not run for extended periods. When Ed Hickman finally came to look at it around November 11th, he found that the seals were leaking water into the pump oil. Staff would like to purchase an additional pump to have on hand during these times. If we have heavy rainfall, a single lift station motor will not be able to keep up.

This pump will be available for staff to put into service while the one that needs work is pulled. This will keep two pumps in service at all times.

We have received three bids:

| | |
|-----------------------|--------------|
| Hickman Construction | \$19,876.00 |
| Topeka Electric motor | \$ 26,568.00 |
| C&B Equipment | \$ 24,720.00 |
| ASC Pumping Equipment | \$ 26,650.00 |

FISCAL NOTE: Total cost of the pump is \$19,876.00

COUNCIL ACTION:

1. Approve
2. Reject
3. Table for later discussion
- 4.

STAFF RECOMMENDATION:

Staff recommends proceeding with the pump purchase from Hickman Construction, not exceeding \$20,000.00.

MOTION:

I move to approve the bid from Hickman Construction in an amount not to exceed \$20,000

PROPOSAL
FROM
ENVIRO-LINE CO. INC.

913-755-2161
913-755-3018 FAX
OSAWATOMIE, KS

P.O. BOX 308 * OSAWATOMIE, KANSAS 66064

913-782-4443
KANSAS CITY AREA

Note: All orders subject to terms and conditions stated below and on reverse side hereof.

| | | |
|---|---|----------------------------|
| Name: Hickman Construction C/O Ed Hickman | Date: 11/25/2025 | Quote #: 1125251646 |
| Ph #: 316-640-1141 | Location: 9th St Casey's Osage City, KS | |
| Email: hickmanleon@aol.com | Item Quoted: 4VCX250M4-23 S/N 10272317 | |

We are pleased to quote to you the following equipment:

DIRECT REPLACEMENT (EXPLOSION PROOF)

1(One) 4VCX250M4-23 Pump, Eng. # 23545F611
25HP, 230V, 3PH, 35' Cable, 10" DIA Impeller

The Price: ~~\$19,376.00~~ FREIGHT NOT INCLUDED.
This price also do not include installation, startup or taxes that may apply.
Lead Time: 6-10 Weeks for Manufacturing

NON-EXPLOSION-PROOF REPLACEMENT

1(One) 4VC250M4-23 Pump, Eng. # 23545F011
25HP, 230V, 3PH, 35' Cable, 10" DIA Impeller

The Price: ~~\$17,629.00~~ FREIGHT NOT INCLUDED.
This price also do not include installation, startup or taxes that may apply.
Lead Time: 4-8 Weeks for Manufacturing

Warranty is VOID without the submittal of a Startup Report to Myers/Pentair
If you need assistance or a copy of the startup form, please notify an Enviro-Line Representative

This proposal is valid for 45 days. Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown and changes must be preapproved.

Terms: Net 30 days after shipment. A 2% per month service charge will apply to any unpaid balance starting 30 days after shipment.

ACCEPTED this _____ day of _____, 20____

SUBMITTED this Nov 25, 2025

NAME OF PURCHASER

By Meghan Holman

By _____

NAME AND TITLE

Meghan Holman

Sales Representative:

Craig Croucher

From: Kevin Constant <kevin@topekaelectricmotor.com>
Sent: Tuesday, November 18, 2025 7:23 AM
To: Craig Croucher
Subject: Re: Osage City Lift Pump

hello craig

forgot to mention, that the quote is good till 12-02-2025

hello craig

here is a quote for a new pentair/meyers pump

myers, 4VCX250M4-23 4" 25 hp 3/60/230vac 1750 rpm non-clog explosion proof. cost \$26,068.00
plus frt, lead time is 5-6 weeks.

thanks kevin

On Tue, Nov 18, 2025 at 7:20 AM Kevin Constant <kevin@topekaelectricmotor.com> wrote:
hello craig

here is a quote for a new pentair/meyers pump

myers, 4VCX250M4-23 4" 25 hp 3/60/230vac 1750 rpm non-clog explosion proof. cost \$26,068.00
plus frt, lead time is 5-6 weeks.

thanks kevin

On Mon, Nov 17, 2025 at 3:11 PM Craig Croucher <ccroucher@osagecity.com> wrote:

I have attached the book and the name plate for a bid on a new one.

Thanks,

Craig Croucher

--
Kevin Constant

C&B EQUIPMENT

4719 Merriam Drive
Overland Park, Kansas 66203
(913) 236-8222
Fax (913) 262-8992

PROPOSAL

PHONE _____ DATE 11/19/2025
Good for 15 days from this date.

JOB NAME/LOCATION Casey's on 9th Street

To: Osage City KS
Attn: Craig Croucher

Job # _____

JOB DESCRIPTION: Lift Station Pump

Myers 4VCX250M4-23 pump with 25 HP, 230V, 3 Ph motor;
10" impeller and 35' cable; **explosion proof.**

\$24,220.00
estimate 6 to 10 weeks ARO plus fgt

Myers 4VC250M4-23 pump with 25 HP, 230V, 3 Ph motor;
10" impeller and 35' cable.

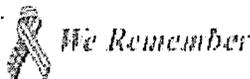
\$22,037.00
estimate 4 to 8 weeks ARO plus fgt

*All orders paid by credit cards are subject to a convenience fee of 3.5% of total order.
As the global trade landscape evolves under new tariff policies C&B Equipment must adapt to changing economic conditions. Keep in mind that any future price increases or decreases will directly result from tariffs. Pricing is subject to change without notice.*

THIS PROPOSAL IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH
MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

PROPOSED COST see above
NOTES: taxes not included

PROPOSED BY Jacqui Maple



Please sign and send back your acceptance of the above listed pricing.

PO# _____ Date: _____

_____ print name _____ signature



ASC Pumping Equipment, Inc.
 10705 Cottonwood Street
 Lenexa KS 66215
 United States
 (913) 747-0390

Quote
 #Q11993
 11/19/2025

Customer

CITY OF OSAGE CITY KS
 201 S 5TH STREET
 OSAGE CITY KS 66523
 United States

TOTAL

\$26,150.00

Quote Expire Date: 12/4/2025

| Project | Division | Quoted By | Lead Time | Freight Terms | Shipping Method |
|------------------|----------|----------------|-----------|---------------|-----------------|
| SUBMERSIBLE PUMP | Kansas | Eric Busenbark | 6-8 WEEKS | ALLOWED | Best Way |

| Item | Description | Quantity | Rate | Amount |
|--------------|---|----------|-------------|--------------------|
| 23545F611 | MYERS 4VCX250M4-23 4" 25HP 3/60/230V 1750RPM NON-CLOG EXPLOSION PROOF | 1 | \$26,150.00 | \$26,150.00 |
| Total | | | | <u>\$26,150.00</u> |

Contact Info:
 Eric Busenbark
 (913) 747-0390
ericb@ascpump.com
www.ascpump.com

Quote does not include Sales Tax or Freight unless otherwise noted. Funds to be paid in USD



Q11993

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

| | | |
|---------------------------|---|-------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: Administration | APPROVED FOR AGENDA: |
| ITEM NO. 7 | BY: Katie Hodge, City Manager | BY: KH |

ITEM:

Ordinance No. 1696 Surcharge for all Electric Customers

BACKGROUND:

In April 2025, the City Council was presented with an ordinance in which the electric surcharge would have been adjusted annually based on a three-year look-back of total sales and further adjusted for significant known changes in city load. The Council requested that the surcharge be set at a specific, fixed rate.

Accordingly, Ordinance No. 1696 has been revised to include a \$0.022 per kilowatt-hour (kWh) surcharge for all Osage City electric customers. This surcharge is intended to recover expenses associated with purchasing, building, or repairing additional or existing generation equipment, specifically to cover the CAT Engine bond and the associated interest. The surcharge also accounts for the loss of kWhs previously consumed by ORBIS, as it is currently unknown when another industry may occupy the ORBIS location or how many kWhs a future occupant may purchase. For an average household consuming 1,200 kWh per month, this surcharge represents an estimated monthly increase of \$26.40.

Historically, the City of Osage City implemented a similar surcharge under Ordinance No. 1525 in 2010 (related to Ordinance No. 1696), which became effective with the November 2010 billing and was set to expire with the November 2015 billing. That surcharge was established to cover expenses specifically associated with the purchase of the 2,050 KW Fairbanks Morse engine from Greensburg, Kansas.

FISCAL NOTE:

Staff will annually monitor the revenue collected from this surcharge and recommend adjustments as necessary, particularly if there are significant changes in total kilowatt-hour (kWh) consumption.

STAFF RECOMMENDATION:

Approve Ordinance No. 1696 which allows the City of Osage City to charge a surcharge that will pay for the associated expenses related to the bond for the CAT engines.

COUNCIL ACTION:

1. Approve Ordinance No. 1696
2. Reject Ordinance No. 1696
3. Table for a later discussion

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
12/9/2025

TIME
7:00 P.M.

| | | |
|---------------------------|--|---------------------------------------|
| AGENDA SECTION NO: III | ORIGINATING DEPARTMENT: Administration BY: Katie Hodge, City Manager | APPROVED FOR AGENDA: BY: KH |
| ITEM NO. 7 | | |

MOTION:

I move to approve Ordinance No. 1696, establishing a surcharge for all Osage City electric customers to recover expenses associated with purchasing, building, or repairing additional and existing electric generation equipment.

ORDINANCE NO. 1696

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

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

Section 1.

A surcharge shall be established for the purpose of recovering the costs of building, financing, or repairing new or existing generation equipment and all necessary infrastructure appurtenances. This surcharge shall be applied equally across all kilowatt-hours (kWh) purchased by all electric customers served inside or outside the city limits, and shall be in addition to the rates as set forth in Ordinance Number 1489, as follows:

CHARGES:

(a) A surcharge of **\$0.022 per kilowatt hour (kWh)** will be added to the unit cost for all electric customers served by the City.

TERM:

(a) The surcharge will become effective with the first billing after **December 31, 2025**.

(b) The surcharge shall remain in effect **through and including the billing for the period ending September 30, 2035**.

(c) Upon the conclusion of this term, the surcharge shall automatically terminate unless renewed by ordinance.

PASSED AND APPROVED this **9th day of December, 2025**.

Brian Stromgren, Mayor

ATTEST:

Amy Woodward, City Clerk



YOU & A GUEST ARE INVITED:

City of Osage City
Holiday Luncheon

We appreciate your dedication to City initiatives.
Let's come together to celebrate the season!

Noon
Monday
Dec, 15 2025

Osage City
Community
Building
517 S 1st St.

R.S.V.P. by Monday, December 1st to:

785-528-3714 x1005 | awoodward@osagecity.com

