

**BOOK 26**  
**February 5, 2025**

**BURLINGTON CITY COUNCIL REGULAR SESSION 2-5-2025**

City of Burlington Governing Body met in Regular Session at City Hall's address, 1013 N. 4<sup>th</sup> Street, Burlington, Kansas, at 6:00 p.m. Wednesday, February 5, 2025. Mayor Luke called the meeting to order.

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL:** ☒ Stan Luke, Mayor

Council Members present:

☒ Jerilyn Curtiss (President of Council)

☒ Maxi Berryman

☒ Cara Mays

☒ Lila Van Horn

☒ Nathan Strawder

☒ Martin Ernst

Superintendents Present:

☒ Kevin Boyce (Parks)

☒ Alan Schneider (Electric)

☒ Mark Davidson (Street)

☒ Doug Jones (Chief of Police)

☒ Danny Hawkins (Water/Wastewater)

Also Present:

☒ Anne Brown (City Clerk)

☒ Mary Mader (Executive Administrative Assistant)

☒ Philip Wright (City Attorney)

☒ Jimmy Hugunin (Zoning/Grants Clerk)

☐ Kerri Weltha (Deputy City Clerk)

**Media Present:** Mark Petterson (Coffey County Republican)

**VISITORS:** Scot Jeffers, Jay Hale, Shannon Spence

**AGENDA:**

*Council Member Ernst, "I move to approve the agenda as amended." Council Member Curtiss, "Second." Motion unanimously carried, 6:0.*

**MINUTES 1/8/2025:** Mayor Luke, "You have before you the draft minutes of our special session of January 8, 2025. Are there any additions or corrections?"

*Council Member Curtiss, "I move to approve the draft minutes of January 8, 2025, as presented." Council Member Strawder, "Second." Motion unanimously carried, 6:0.*

**MINUTES 1/15/2025:** Mayor Luke, "You have before you the draft minutes of our regular session of January 15, 2025. Are there any additions or corrections?"

*Council Member Curtiss, "I move to approve the draft minutes of January 15, 2025, as presented." Council Member Strawder, "Second." Motion unanimously carried, 6:0.*

**MINUTES 1/29/2025:** Mayor Luke, "You have before you the draft minutes of our special session of January 29, 2025. Are there any additions or corrections?"

*Council Member Curtiss, "I move to approve the draft minutes of January 29, 2025, as presented." Council Member Strawder, "Second." Motion unanimously carried, 6:0.*

**APPOINTMENT – Trucks for Trent – Shannon Spence**

Shannon Spence, "Hi. I'm just looking for approval. I would like to hold a fundraiser at Kelley Park. Last year when my son Trent passed away, his friends from the high school did Trucks for Trent and those proceeds went to the family. I would like to ask that you approve that this year but the proceeds would go towards suicide and bullying prevention. This is something I would like to continue to do in my son's name. For April the 12th, Saturday."

Mayor Luke, "Would that be the whole park and the buildings?" Shannon Spence, "Yes, just Kelley Hall and the park itself. Well, we need a place to park trucks but, I mean, I don't need the 4-H Building, I guess." Council Member Ernst, "From what times?" Shannon Spence, "I think the event would probably run from 10:00 to 3:00ish but probably 8:00 to 4:00."

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*Council Member Strawder, "I move to approve Shannon Spence to use Kelley Park and Kelley Hall for Trucks for Trent on April 12th, 2025, from 8:00 a.m. to 4:00 p.m." Council Member Ernst, "I second the motion."*

City Clerk Brown, "They will not be doing the tug of war thing she said this year, so that's not a thing. But also, was there...?" Superintendent Boyce, "Last year, there was donuts and stuff in the area." City Clerk Brown, "Burnouts." Superintendent Boyce, "We can't have any of that unless you do a special use insurance." Shannon Spence, "Okay." Superintendent Boyce, "I would advise not doing that anyway." City Clerk Brown, "Just for safety purposes." Shannon Spence, "Yeah, we didn't have anything to do with organization last year, and I think that was something that they did on their own, but I will surely mention that to every driver that comes in." Mayor Luke, "Any other things, Kevin?" Superintendent Boyce, "No." Mayor Luke, "Is that available?" City Clerk Brown, "Yes." Mayor Luke, "And the regular fees will be paid." Shannon Spence, "Yes."

*Hearing no further discussion, Mayor Luke called for a vote. Motion carried, 6:0.*

Mayor Luke, "Have a safe day."

### **PUBLIC COMMENTS – None**

### **ELECTRIC DEPARTMENT: DISTRIBUTION Update**

**General:** Electric personnel have been doing many line locates, customer service requests, tree trimming, shop maintenance, preventative line maintenance, street light maintenance, and vehicle and equipment maintenance.

**Maintenance:** Superintendent Schneider, "We have been working on line trucks, doing maintenance on those."

**KMU Training:** Superintendent Schneider, "We did attend the KMU-sponsored safety training."

**Pole Attachment / Electric Committee:** Superintendent Schneider, "I'm still working on the pole attachment make ready estimated cost with the fiber vendor that's wanting to deploy. While I'm right there if I could, the electric committee, I'm going reach out to the electric committee and I would like to have some conversation about this project and then Anne and the city attorney, if we could visit one more time, I would appreciate that as well. So, I'll get in touch with you all."

### **ELECTRIC DEPARTMENT: PRODUCTION Update**

**General:** Power plant personnel have been performing normal power plant and equipment maintenance, over current relay maintenance, plant reports, DC power supply, and substation maintenance.

**Painting:** Superintendent Schneider, "There is still lots of painting going on inside the power plant. Things are looking a lot better."

**Reports:** Superintendent Schneider, "We've been working with Donna Oehm of Power Plant Compliance, preparing reports that need will be submitted to KDHE. Well, actually, we did get those reports complete so we did get those submitted. So, we're all in compliance there."

**Maintenance:** Superintendent Schneider, "We are working on a pump motor on generator number two and working on the catalyst monitoring system, there in the power plant as well."

Mayor Luke, "Just update on the catalyst monitoring or do we have some issues?" Superintendent Schneider, "We had some issues. We made some repairs on one of the monitoring systems. Each generator's got its own separate monitoring device. The monitors measures pressures and temperatures inlet and outlet of the exhaust muffler and then we have to---we download those onto a laptop and we keep records of those should we ever get a visit from KDHE or anybody in the federal government as well."

### **WATER AND WASTEWATER: Distribution Update**

**General:** Personnel have been doing the normal duties: line locates, work orders, reading meters, meter rereads, cleaning sewer lift stations, maintenance on trucks and equipment, attending safety meetings, customer call-outs, and concerns.

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**Water Leaks:** Superintendent Hawkins, “The men have gone out and repaired two water leaks, one over by the 700 block of Kennedy, and the other one at the northeast corner of Shea and Martindale.”

**Pump Maintenance:** Superintendent Hawkins, “I am pleased to announce Alexander’s came in and did get the river pump rebuilt. It took them less than five hours to get it done. So that went really well. So those are good for many years to come.”

**Rock Hauling / Thank You:** Superintendent Hawkins, “I want to thank Mark and his guys; they trucked in a bunch of rock for us. We’ve been needing to do that for several years down at the water plant. So, the guys have been spreading rock down there and I want to thank them guys for bringing that for us.”

**Lights:** Superintendent Hawkins, “They’ve been going around replacing light bulbs at the plant in the river intake structure, the shop buildings, and the plant itself.”

**Pump Maintenance:** Superintendent Hawkins, “We did have C&B Equipment come in and started our maintenance on our high service pumps. Our north pump has got a leak on the seal. So, we’re getting ready to take that up to Kansas City to get that one rebuilt. They said that the seal on top, they will have to take the whole top off and it’s going to have to be rebuilt. So, working with them on that to get that done and get it back down here. They said it shouldn’t take more than five days to get it back down here.”

**New Strawn Boil Advisory:** Superintendent Hawkins, “I also worked with Stephen Dwight, you probably all heard about the boil advisory that New Strawn had. We were really close with Stephen talking back and forth with him. We worked a few hours extra pumping to make sure he had plenty of water to flush with, to fill his towers, and everything. And Stephen did a good job out there contacting KDHE and all that stuff and we offered our help and assistance to them as well if they needed it.”

### **WATER AND WASTEWATER: Production Update**

**General:** Normal duties. The plant has been running really well.

### **STREET DEPARTMENT: Update**

**General:** Personnel have been doing the normal duties: cleaning ditches, sweeping curb and gutter, fixing potholes and ruts, blading rock roads, repairing and re-rocking alleys, tree trimming, fixing and replacing street signs, and truck and equipment maintenance.

**KMU Safety Meeting:** Superintendent Davidson, “We attended the monthly safety meeting.”

**Inventory:** Superintendent Davidson, “We finished up our inventory.”

**Maintenance:** Superintendent Davidson, “We cleaned and serviced the trucks and equipment from the last snowstorm and sweeping curb and gutter.”

**Rock Hauling:** Superintendent Davidson, “We’ve been hauling in rock, road rock, as Danny said, we were hauling rock for them today.”

**Maintenance:** Superintendent Davidson, “Doing necessary maintenance on the equipment.”

**Parking Lot – 2<sup>nd</sup> & Neosho:** Superintendent Davidson, “Down at 2<sup>nd</sup> Street and Neosho Street on the southeast corner we had a truck pull in and knock over a stop sign and come close to running over a water meter. We placed two large rocks from down at the city dam, we took them up there and placed them on the corner so that would be a deterrent for them.”

### **QUESTIONS / COMMENTS**

Mayor Luke, “Are we looking at going out for our bids?” Superintendent Davidson, “Yeah, I was going to do that next time.”

### **POLICE DEPARTMENT: Update**

**General:** Chief Jones, “Normal duties.”

**Activities/Cases:** Chief Jones, “Pretty much normal calls, surprisingly peaceful for us last week or so. We did make an arrest on an animal cruelty case. We have been working some domestics, working some scams, and no

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the Sheriff's Office does not have a Sergeant Brian Adams, at least hasn't had one since the summer of '69. We've been assisting the Sheriff's Office with some calls."

**In-Car Server:** Chief Jones, "I did contact Advantage Computer about the server. They are waiting on parts that are apparently on back order."

**City Court:** Chief Jones, "City court is next week. We actually changed the court date before when the officers write a ticket when they use the next court date we usually start down about eight to ten days before city court. This time we added about 14 days to that because we were already up to 66 cases on the docket, like 16 pages of the docket. So is what it is."

Mayor Luke, "So you're passing them on to somebody else?" Chief Jones, "You betcha."

**Nuisance: Properties/Vehicles Update:** Chief Jones, "We fielded a couple of nuisance calls. Of course, one of the nuisance calls came in right before the freezing rain hit. So, an officer did make contact with the guy renting the place and gave him ten days to get something done with it. But then the freezing rain hit so he's still working on his ten days. The ten days started counting. So, we'll see where he's at with that next week."

### **PARKS DEPARTMENT: Update**

**General:** Personnel have been doing the normal duties: cleaning public restrooms and buildings, and building and equipment maintenance.

**4-H Building Maintenance:** Superintendent Boyce, "Last year we did put in the new hot water heater in the 4-H Building. It's an on-demand. So, on those, they have a flush system below the hot water heater. So, to isolate that so somebody wouldn't be opening that or whatever we build a closet in there around it. So, we did that in the inclement weather stuff."

**Trimming Trees:** Superintendent Boyce, "We are still trimming a few trees in the parks."

**Inventory:** Superintendent Boyce, "We worked on inventory. We started Monday and it will be on Mondays when we do this, painting in 305 Neosho the city building there; it's The Hair Clinic. So, we are painting the walls in there where there's no wallpaper."

**Ballfield Lights and Pole Replacement:** Superintendent Boyce, "Then attended the meeting here and then another meeting at the rec center over the ball field lights and I'll turn that over to Anne or Scot."

City Clerk Brown, "We did meet with Scot Jeffers and Kent Hoyt on January 22nd and they discussed with us what they are wanting to do. Their board has approved them going out to be able to replace the lights and the poles around the ball fields. They are very old; they're like 40 to 50 years old. So, they are wanting to replace those because of liability concerns. They're the old halogen lights that would be replaced with LEDs. Then they also, which I thought was really good, they have a phone app to where anybody that needs to, they can give access to like the coaches or even the city employees to be able to turn on and off those lights. They will be more specific as to where they shine, they'll be more like what's at the school now. Right? So, they won't be shining around the neighborhood into everybody's homes. They have come to the city to ask for some assistance. They have talked with one company on prices and stuff that they're looking at. I don't know if you want to--."

Scot Jeffers, "I've got budget pricing from both companies." City Clerk Brown, "Okay." Scot Jeffers, "Alan, Kevin, and I met with Musco Lighting, which is the lighting company that has the lights at the ball fields at the school. We met with them Wednesday, and they did give us a concrete quote on that. That quote was \$752,000 for Kelly East & West, Jones Park, and Katy Park. Without Katy Park, which is owned by the school and the rec commission, it's \$668,100 for Kelly and Jones. Geosport's budget number was \$622,000 for all three parks, but their bid is only for a 10-year warranty. Musco Lighting has a 25-year warranty. When I scheduled a meeting with Geosport Lighting for Friday, I asked them to revise their number to include a 25-year warranty. So, we're comparing apples to apples. So, we'll see what that number comes back on Friday."

Council Member Ernst, "Are those poles, are those the same type of poles for both companies though?" Scot Jeffers, "That's one big question I'm going to have for Geosport. I was very pleased with what Musco presented. He even made the comment, I think we'd want to get it in writing if we went with Musco that, you know, the lights and fixtures or poles are warranted for 25 years, but he said, if you come back in 25 years and put our fixtures on

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these poles, he would do another 25-year warranty on those poles.” Superintendent Schneider, “From what I understood, those LEDs and everything is made in the US as well.” Scot Jeffers, “Right, yeah. So, I’m curious to hear what Geosport comes back with.” City Clerk Brown, “And kind of just what was discussed, so, you’re aware, we’ll decide where you all want to go from there is we would help the pool sewer, we give them a break when they empty the pool at the end of the season because that water runs through the sewer lines. So, they are charged for all of that, maybe not charging them for that. Then we also talked about, depending on the size of lease that they did and what the cost are we talked about doing \$20,000 if it was a ten-year lease and we talked about \$15,000 seven-year lease is kind of what was discussed between the committee so that’s kind of what’s thrown out there.”

Council Member Ernst, “And that’s per year, right?” City Clerk Brown, “Per year, yes. Did I say that correctly? \$20,000 for seven years or \$15,000 for a ten-year lease. That’s all I had. Just to put the information out there as to what has been discussed and what we’re looking at.” Mayor Luke, “So the installation would be with the rec center and the discounted water and sewer would be associated with the outdoor pool.” Scot Jeffers, “Just the pool water not the shower and the concession. They’re on two separate meters.” Mayor Luke, “Yeah, just to dump the pool and to fill the pool.” Council Member Curtiss, “To dump the pool and fill it with water.” Scot Jeffers, “Well, the water to fill the pool would be the same that goes out.” Council Member Curtiss, “Right, okay. For X number of years or forever?” City Clerk Brown, “That had not been really set. So that would be up to you.” Council Member Strawder, “What kind of dollar amount is that? I mean, because whenever that flush happens, that, I mean, that puts a strain on the sewer systems.” City Clerk Brown, “Yes, it does and we looked at, I think last year’s was somewhere around \$3,000. When we were in the meeting and discussed it, they were looking at 2023s, which was higher because they had a huge leak then. So more went through it. So, it’s going, you know, vary a little bit.”

Superintendent Hawkins, “And Scot has worked really good with us as far as any type of releasing or filling. I mean, they don’t just hammer us. He’s always in contact with us and lets us know before anything and that helps. We see it in our trending and stuff at the pump stations.” Council Member Strawder, “Well, no, the system wouldn’t allow for that.” City Clerk Brown, “And I can get those numbers for you too, as far as what--.” Mayor Luke, “But it’s in the ballpark of the \$3,000.” City Clerk Brown, “Yeah, somewhere around there, probably.” Council Member Strawder, “So the \$20,000 for 10 or whatever the other--.” City Clerk Brown, “\$20,000 for seven.” Council Member Strawder, “Is that a credit on electricity or--?” City Clerk Brown, “No, this is a payment to them to assist because the parks benefit from these lights also.” Council Member Strawder, “Okay.” City Clerk Brown, “So it’s to assist them.”

Scot Jeffers, “Yeah, once they get installed, I mean, they’re basically city property at that point.” Council Member Strawder, “Yeah, I was just making sure I was clear on what exactly--.” Council Member Curtiss, “The soccer fields too?” Scot Jeffers, “At Kelly Park?” Council Member Curtiss, “Yeah.” Scot Jeffers, “Yeah.” City Clerk Brown, “That’s all I had on that. Did you want to add anything?” Scot Jeffers, “Not unless anybody had questions. I’m here to answer any questions.” City Clerk Brown, “When they get back with us then we’ll get back with you.” Mayor Luke, “Timeline?” Scot Jeffers, “The project would not start till after the fair, mid-August, but it could start--.” Mayor Luke, “This year?” Scot Jeffers, “Yeah.” Mayor Luke, “And how long do they anticipate it to take?” Superintendent Schneider, “I don’t believe I caught that.” Scot Jeffers, “I don’t think I heard a time, but it wouldn’t be very long at all.” Superintendent Schneider, “Everything is pretty much a modular system from the wiring to the way the pole system is set up. Everything just is ready to snap together the way I understand it.” City Clerk Brown, “And they can also set those lights on timers. So, they have specific times that they come on and off.”

Superintendent Boyce, “There are two poles that will be moved that I don’t believe will affect the fair board, but I’m going to meet with the fair board on that also to make sure.” Council Member Strawder, “One more question on the pool discharge. Currently, there’s no break or anything like that?” City Clerk Brown, “No.” Council Member Strawder, “But this is just speaking out loud my immediate thought process on that is I’m in favor of a break for the pool and stuff. I don’t know if it’s necessarily tied to electric or to the pole replacement type of thing. I think I agree that there should be those discussions. I just don’t know if tying that to the electrical pole or light pole replacement. I think they’re probably separate discussions that, yes, I definitely am in favor of having because I mean, as a community benefit greatly from the pool and all of that. So, a break in there is definitely worth discussion.” City Clerk Brown, “And that’s up to you guys when we get to that point.” Council Member Mays, “Yeah, we were like, oh, we could give this as in addition to.” Council Member Strawder, “Yeah.”

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Mayor Luke, “And so you anticipate having final numbers and everything in the next...?” Scot Jeffers, “By the next meeting. We should have numbers from both companies and get a better feel for what Geosport has to offer. It's just Geosport is a lot newer company and Musco has been around forever and we're familiar with them because they've got—they've done other projects.” Mayor Luke, “Do they do the service work on the ones at the school?” Scot Jeffers, “They do. Mr. Marshall—I talked to him about it, and he just loves what they do.” Mayor Luke, “And they're out of where?” Scot Jeffers, “The service reps from Lenexa but the company's based out of Iowa. Everything's built here in America.” Mayor Luke, “So we'll just put it on hold until you come back with additional information at the next meeting.” Scot Jeffers, “Sounds good. Thanks for listening, guys.”

### **FINANCE: Claims Ordinance & Payroll Ordinance**

a. Claims Ordinance	2025-02	\$	416,495.58
b. Payroll Ordinance	2025-03	\$	114,061.64
TOTAL		\$	530,557.22

**CLAIMS 2025-02:** *Council Member Curtiss moved to approve City of Burlington Claims Ordinance 2025-02 for the amount of \$416,495.58 for payment of city bills. Council Member Ernst gave the second.* City Clerk Brown, “The larger expenses we have tonight are Brenntag Southwest \$42,168.69, Core and Main at \$14,215.95, Dave's Pumping \$4,061.00, Eagle Creek Quarry \$3,248.50, and Kansas Power Pool \$191,242.92.” Mayor Luke, “Will this be the closing books for 2024?” City Clerk Brown, “I think so. I won't promise that there might be another one.” Mayor Luke, “Something come in.” City Clerk Brown, “Yes. So, we are still paying for 2024's budget and 2025's this time.” *Hearing no discussion, Mayor Luke instructed City Clerk Brown to poll Council for a vote. Mayor Luke, declared, “Claims Ordinance 2025-02 passed, 6:0.”*

**PAYROLL 2025-03:** *Council Member Curtiss moved to approve City of Burlington Payroll Ordinance 2025-03 in the amount of \$114,061.64, as presented. Council Member Ernst gave the second.*

Council Member Curtiss, “Well, I still last time I asked about the overtime for the police department, and this time there is a lot of overtime too, and I was just wondering what that was for.” City Clerk Brown, “That's just on the regular payroll stuff. I'd have to look at it to see, Jerilyn.” Chief Jones, “Well, we had some, I do know that we had officers subpoenaed in the district court. So, if they're not on duty, we have to pay them for that. I mean, we had the fire call on January the 7th.” Council Member Curtiss, “I understand that, yeah. We had overtime for Donald Anderson, Richard Messerly, Mike Roney, and Randy Stewart.” Chief Jones, “And three of those, I know, were going to be court cases, subpoenas for court.” Council Member Curtiss, “Okay, it was over \$1,200.” City Clerk Brown, “We had a holiday in there too.” Council Member Curtiss, “I thought you told me that was last time.” Chief Jones, “Martin Luther King Day.” Council Member Curtiss, “Alright, just wondering.”

*Hearing no further discussion, Mayor Luke instructed City Clerk Brown to poll Council for a vote. Mayor Luke declared, “Payroll Ordinance 2025-03 passed, 6:0.”*

### **PLANNING & ZONING: Update**

**General:** Zoning Clerk Hugunin, “Normal duties.”

**Inventory:** Zoning Clerk Hugunin, “Just doing inventory, that's pretty much every day.”

**City Hall Window Repairs:** Zoning Clerk Hugunin, “And then I'm still working on getting quotes for these windows up here. Trying to find people that are willing to do it. I've contacted several and haven't heard back from any of them.”

Council Member Ernst, “Is it just these windows?” Zoning Clerk Hugunin, “These windows and then two in my office that are boarded over.” Council Member Strawder, “Good luck. I did that a couple years ago and waited two, or three months for people to respond back. Some of them finally did.” Zoning Clerk Hugunin, “They love to advertise on the internet. They don't like to get back with you.”

**Nuisance: Grass/Weeds Update:** None.

### **OTHER COMMITTEE OR COUNCIL BUSINESS**

### **LEGAL DEPARTMENT: Update**

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**General:** Attorney Wright, “Normal duties.”

**Pole Attachment:** Attorney Wright, I do want to let the council know that I was contacted by another fiber provider, an additional one that Alan had spoken about. I was contacted by their lawyer. We'd been trying to work together some kind of a pole attachment agreement and discussions with Alan and Anne about sort of what was happening. It's my understanding that the provider that's kind of doing the assessment now has put a lot of engineering and stuff in that and we need to sort of wait and see what they're going to do before we allow somebody else to jump in because it would change, I think both of their plans to have two providers on the same poles. So, I told their lawyer that basically you know somebody beat them to the punch and we have to wait and see what they're going to do before we're going to really engage in any more pole attachment agreements. So, I want you to be aware of that if you disagree with that position you need to let us know but it seems to me that the fair thing to do is let the first person see what they're going to do. They're going to get the estimate. They may or may not decide to go ahead and install fiber and at that point you know we've got somebody else that's wanting to do this. So, I did want the council to be aware of that because I was contacted by the lawyer with regard to this.”

**KORA Requests:** Attorney Wright, “I've done a lot of work with several issues dealing with KORA requests.”

**Developer's Agreements:** Attorney Wright, “I've spent a lot of time in the developer's agreement. So, and I apologize, I was going to try to actually make it to the last special meeting, but I had an appointment that I couldn't change to make it there. I did get some feedback and I was hoping to try to have something to present today, but because there's a couple of things that I think need to be addressed and I didn't really know what to do, I'm going to ask for some guidance. I'm not asking for us to rehash the special meetings. So, this is going to be a very quick conversation. And it really involves just a couple of issues. It sounds to me like there's consensus pretty much on most of it at this point. So, I think there's a little bit of, I don't know how to put it, I don't know if it's misunderstanding or understanding about how this third-party inspector part of the developer's agreement works. The council needs to understand that the inspector is hired by the developer pursuant to the terms of this agreement. Meaning that this third-party inspector is an agent of the developer or lack of a better word, like it's not the correct word, but an employee of... I mean, basically, this inspector is going to directly report to the developer. It's kind of weird to try to put, I think that there was some effort to try to put some language in here about having a couple of things like this inspector required to report when things are completed and that sort of thing that also have this inspector issue some kind of a guarantee or something along those lines.

“The problem is this inspector is not a party of this contract and so we can't bind somebody that's not a part of the contract. How I would envision this working is; the developer has hired this person and the developer understands that they have to comply with this contract so they would have a contractual relationship with the inspector requiring this, and you know if there was a bond or guarantees required. Those guarantees would be required of the inspector by the developer, so if let's say, there was a problem or warranty issue the city would go to the developer it's really the developer that we're dealing with, the developer only. If there was a problem, the developer would have a contractual relationship with the third-party inspector to go after the third-party inspector if need be. Does that make sense? So, it just kind of, you chase it downhill or uphill, that way. That's how I envision it working. So, I think there was, from what I understand from the feedback that I got, there was some question about that—not a question about that, but some language that wanted to be changed in the agreement with regard to that part of it. And that being said, which looking at my notes too, it's a little bit challenging because we're dealing with six people to make decisions, right? And it's hard, it's really hard to find consensus among two people, let alone six people. And so really this agreement is, I will call it a consensus document, where we've tried to make it work for most people. I don't know if anybody had any questions about my comments so far or anything-.”

Mayor Luke, “The engineer falls underneath the same category as the inspector.” Attorney Wright, “That's correct because the developers hired the engineers to do the engineering on the project. It's pretty common for the engineer to kind of sign on a project at the end of it. It's their professional response, or then they incur professional liability for doing that because they put their stamp on it and said, hey, look, we believe that this project was completed according to the specs that we outlined in our engineering, right? So yeah, I think that's a good point, that both of those entities are really, probably agent is not the right word, but they're hired by the developer. So, the developer really has the responsibility for them and bears the ultimate responsibility for the project. And I would assume would have contractual relationships to protect, if I was the developer, to protect myself and make

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sure that stuff was going to comply and that my people that were working for me were compliant with the developer's agreement. And that goes with like the reporting stuff too. I think that there were some concerns expressed by one of the developers with being put on notice that, you know, things were done and then, you know, that person could notify him. Well, again, that's kind of, he's the boss of them, so, you know, they should report back to him anyway. It's okay if they report back directly to the city, that's fine, but I would assume that that's the relationship and how it would exist, if that makes sense. I did have one sort of change that I wanted to make on 3.2, just to clarify, that's the inspection order that says the city will provide reasonable inspections. What that really needs to say is the city will be provided access to make reasonable inspections."

Council Member Curtiss, "Oh, will provide access." Attorney Wright, "That way if the city wants to go look at stuff the developer can't say you know you're trespassing get out of here. So, the whole structure of this agreement is really built to put the burden, I guess, or the liability of inspections on the developer with the intent that the developer has professionals doing that, both the engineer and the inspector that he hires. That's probably the easiest way to put it. So, with that being said, are there any changes that need to be made to this agreement based on the last special meeting and what I've said?" Council Member Curtiss, "So you're essentially saying 2.7 and 2.8 where we had put in inspectors would change just to the way it had been read before or had been done before?" Attorney Wright, "That would be sort of my recommendation. I mean, I think there was somebody that wanted to put developer and third-party inspector shall warrant the public improvements. Well, the developer shall warrant them and I would assume if I was the developer I would have a contractual relationship with the inspector and say you're going to warranty that the work that you know the inspections you've done are good, right."

Council Member Curtiss, "Okay and so we have 3.2 that you talked about provide access to make reasonable inspections and is there something on 4.3, the final acceptance?" Attorney Wright, "Let me see. Okay, so that, I think that there was some conversation with regard to making sure that the inspector notified everybody." Council Member Curtiss, "Yeah." Attorney Wright, "Yeah so how the structure works is you know the inspector should report directly to his okay boss and then they would let us know and so that's where the developer would notify us. So, I guess I didn't really understand the concern about the inspector not--. I think the developer was a little concerned about not being notified which didn't really make much sense to me because they're the ones that are doing the project and building it and they are having the inspector do the inspections and reporting to them." Council Member Curtiss, "Okay and those are the only ones that I see the changes that we made on that night."

Attorney Wright, "So with that change outline on 2.7 unless there's other comments or feedback, I will make that change and draft an ordinance adopting this as the developer agreement. And that's all I have. Unless you have some more?" Council Member Curtiss, "No, I don't have anymore. I think we need to see exactly the changes as soon as possible." Attorney Wright, "Okay. It should be pretty minor because it's just --." Council Member Curtiss, "Yeah, it's 2.7 and 3.2 you have access to make the reasonable inspections. And the other changes were where we had crossed out developer and put inspector, we're going to keep it with developer." Attorney Wright, "So really the only change would be to 2.7 or actually 2.7 would stay the same except I think you wanted to put a warranty period of 12 months in there." Council Member Curtiss, "Okay, yeah, we haven't talked about those yet but we were going to after." Attorney Wright, "Should leave those blank then?" Mayor Luke, "I think they could be blank. Because whatever project comes through--." Attorney Wright, "Okay, so I don't think there's any change to 2.7 and there is the one to 3.2 and I don't think there's any changes to any of the other sections." Council Member Curtiss, "No because we will discuss the monetary ones...." Mayor Luke, "With each individual project." Council Member Curtiss, "Yeah." Attorney Wright, "Yeah, right, okay thank you very much and for entertaining that conversation. I know this council has worked very hard and numerous hours on this."

### **CITY CLERK: Update**

**General:** City Hall staff have been busy with customers paying utility bills, many calls and inquiries, preparing work orders, vouchers for bill paying, payroll, cereal malt beverage and trailer court licenses, and council meeting minutes. For January, we will send \$ 1,618.60 in delinquent utility counts to the Kansas Set-Off Program for Collections.

**Reports:** City Clerk Brown, "Kerri has completed all of the year-end reports to the state. So federal, social security, KPERS, all of that stuff. So that is complete."



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**Annual Benefits Meeting:** City Clerk Brown, “The employee benefit meeting is going to be on Wednesday, February 12th at Kelley Hall from 9:00 to noon. The city offices will be closed from 9:00 to 1:00 to still allow for that lunch hour. So that is next Wednesday.”

**Code Online:** City Clerk Brown, “The online codification is completed. Mary has received the detailed instructions, and I think she has sent those out to all of you so you can get on there and it tells you how to go and set things up to look at it.”

**CivicPlus – Archiving Social Media:** City Clerk Brown, “CivicPlus is also up and archiving for City Hall. We do need to add the Police Department to it so they can start archiving your social media as well; your Facebook page and stuff like that. So, we need to add you guys to that as well. There's no extra cost for that. That was included in.”

Attorney Wright, “I have one probably terrible question about that I'm going ask you. Is there a retention policy in place for the archive and stuff?” City Clerk Brown, “Retention as far as how long they hold. I think it's forever, isn't it? I don't remember ever hearing anything.” Zoning Clerk Hugunin, “I don't think they had a minimum time.” City Clerk Brown, “I don't think they had a minimum time.” Attorney Wright, “I think the City Council probably at some point, and I'll do some research into it on how to have some kind of retention policy that is deleted after a certain period of time. I don't see any sense in archiving things for all of time. Maybe I'm wrong too, I don't know, I'll look into it.” Mayor Luke, “I guess how far back can people go to file suit or whatever they do?” Attorney Wright, “Yeah, well when it comes to the city there's like certain, and again I'm not an expert on this like I went to a CLE on it and it freaked me out a little bit because there are certain categories of documents the city's going to be retaining forever and then there are some that are you know kind of I think more like what I have in mind what you're probably talking about we need to get past sort of you know a statute of limitations period where we might have to produce those documents or something like that. My concern is, you know, we get KORA requests and every once in a while, and you know we get a KORA request for you know the city's or the police department you know web pages for you know the last 20 years and we have them for 20 years and we're going to have to produce those. It just creates a bigger burden to have to do that. And there is, I think, I saw a new board article on it that the legislature was considering some new legislation to regulate what cities can charge for KORA requests, too, and I don't know how that's going to pan out. They were talking about limiting it to the lowest-paid city employee, for the hourly rate. Because, you know, right now the city can charge a reasonable fee to do those requests, you know, to research them and that sort of thing. We are a small city with a relatively small staff and small resources, and I can potentially see a KORA request, especially if we have the responsive documents, just really tying somebody up for a long time to deal with that. So, and if we could limit the, I think it would help on the back, you know, on the back end of that, if we have a retention policy to make sure that, you know, we strictly follow it and stuff like that. It might potentially limit the number of documents under a KORA request that would be responsive, lower the time and the burden on city staff. That's really kind of what I'm thinking about.”

**Reports:** City Clerk Brown, “I do have the revenue reports. I just got them together before I walked in, so I'll hand those out before you all leave.”

### **REPORT BY CITY OFFICERS:**

### **MAYOR'S COMMENTS:**

Mayor Luke, “I have one question for you. During the time that the legislature is in Topeka, do you want updates on legislation that they're looking at that would impact the city because I have access to all of that information?” Council Member Curtiss, “Yes.” Mayor Luke, “Okay, so what I will do is I get the information every Friday as to what's happened. I'll also get information on what's going to happen or what's proposed to happen the next meeting and I will get a summary of that out every Friday so that you can have it and you'll know what's on the docket and what's happened and what's been reviewed, etc. all the way down the line.” Council Member Curtiss, “So I know who I need to consult and say do it this way.” Mayor Luke, “Well you can supply testimony anytime.” Council Member Curtiss, “No thank you. I'll just let them know how I feel.” Mayor Luke, “They've already done several things, I'll get those out to you. The biggest one, which doesn't impact us much, is the elimination of the three-mile extra-territorial turning that zoning over to the county. They have also taken a shot at removing the property tax on, I'm going to call them basically non-road vehicles, watercraft, golf carts,

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four-wheelers, all of this stuff, including recreational vehicles and aircrafts, personally owned aircrafts. So, all that stuff will be now registered in the state instead of in Oklahoma, or wherever else they don't have property tax. A couple of other items, but some of them have minimal or no effect on us. So, I'll get that all out to you, starting this coming Friday." Council Member Curtiss, "Thank you."

Mayor Luke declared the meeting adjourned.

Approved by the Governing Body and signed by Anne C. Brown, City Clerk