

OTTAWA CITY COMMISSION

Wednesday, November 12, 2025 - 4:00 pm



REGULAR MEETING AGENDA

Ottawa City Hall - 101 S. Hickory

In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed live on Channel 23, via Facebook Live or listened to by dialing: 1-312-626-6799 and entering meeting ID 860 5916 7188#. To view on YouTube: <https://www.youtube.com/@ottawaksgov>

If you need this information in another format or require a reasonable accommodation to attend this meeting, contact the City's ADA Coordinator at 785-229-3621. Please provide advance notice of at least two (2) working days. TTY users please call 711.

Citizens may in person, via Zoom or submit comments (300 words or less) for the City Commission to be read during public comment or during discussion on an agenda item.

To submit your comment or request the meeting Zoom link to give a public comment, email publiccomments@ottawaks.gov no later than 2:00 pm on November 12, 2025; all emails must include your name and address. Participants who generate unwanted or distracting noises may be muted by the meeting host. If this happens, unmute yourself when you wish to speak.

I. CALL TO ORDER

II. ROLL CALL _____ Allen _____ Clayton _____ Caylor _____ Crowley _____ Skidmore

III. WELCOME

IV. PLEDGE OF ALLEGIANCE

V. INVOCATION - Pastor Dakota Smith, Ottawa Bible Church

VI. PUBLIC COMMENTS

Subject to the above restrictions, persons who wish to address the City Commission regarding items on the agenda may do so as that agenda item is called. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so at this time when called upon by the Mayor. Comments on personnel matters and matters pending in court or with other outside tribunals are not permitted. Speakers are limited to three minutes. Any presentation is for information purposes only. The Governing Body will take comments under advisement.

VII. APPOINTMENTS, PROCLAMATIONS, RECOGNITIONS, AND NOMINATIONS

A. Proclamation Recognizing November as Native American Heritage Month (P. 3)

Comments: This proclamation honors and celebrates the contributions of Native Americans to the nation's social, cultural and political history. Anastasia Stwyer and Donald Anderson, Ottawa University will accept the proclamation .

B. Proclamation Recognizing November 29, 2025 as Small Business Saturday (P. 4)

Comments: This proclamation encourages residents to shop local and support Ottawa's small businesses, recognizing their vital contributions to the community's economy, character and quality of life. Sara Stauffer, Ottawa Main Street will accept the proclamation .

VIII. CONSENT AGENDA

A. Minutes From November 5, 2025 Meeting (Pp. 5-9)

B. Agenda Approval

Motion: _____ Second: _____ Vote: _____

IX. DECLARATION

At this time, I'd like to give the Commissioners a chance to declare any conflict or communication they've had that might influence their ability to consider today's issues impartially.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Ottawa Main Street Association 3rd Quarter 2025 Community Partner Report

B. Fixed Based Operator Agreement—Director Welsh (Pp. 10-17)

Comment: Director Welsh will present a request for approval of the Fixed Base Operator (FBO) Agreement renewal for airport operations.

Motion: _____ Second: _____ Vote: _____

C. Consider an Ordinance Levying a General Purpose City Retailers' Sales Tax—City Attorney Finch (Pp. 18-20)

Comment: Consider adoption of an ordinance levying a 1.00% general-purpose city retailers' sales tax pursuant to K.S.A. 12-187.

Motion: _____ Second: _____ Vote: _____

D. OMA Boiler Bid Award —Director Evans (Pp. 21-70)

Comment: Director Evans will present results of the RFP for boiler replacement at the Ottawa Memorial Auditorium.

Motion: _____ Second: _____ Vote: _____

E. Review of 2026 Community Partner Funding Agreements—City Attorney Finch (Pp. 71-80)

Comment: City Attorney Finch will review the draft 2026 Community Partner Funding Agreements.

XII. COMMENTS BY CITY MANAGER

XIII. COMMENTS BY GOVERNING BODY

XIV. ANNOUNCEMENTS

- | | |
|-----------------------------|--|
| A. November 19, 2025 | City Commission Meeting – 10:00 am, City Hall |
| B. November 26, 2025 | City Commission Meeting – 4:00 pm, City Hall |
| C. December 3, 2025 | City Commission Meeting – 7:00 pm, City Hall |

XV. EXECUTIVE SESSION

Motion: I move that the Commission recess into executive session to engage in privileged and confidential communication with the board's attorney, pursuant to the attorney client privilege exception, K.S.A. 75-4319(b)(2). The open meeting will resume in this room at _____ p.m.

XVI. ADJOURN



PROCLAMATION



WHEREAS, the City of Ottawa, Kansas, is proud to acknowledge and celebrate the rich and diverse cultures, histories, and contributions of Native Americans, both past and present; and

WHEREAS, the City of Ottawa recognizes the importance of honoring the indigenous peoples of this land and the enduring impact of their traditions, languages, and customs; and

WHEREAS, Native Americans were the first to create cities, domesticate crops, and establish great civilizations in the Americas, and

WHEREAS, the state of Kansas is historically home to many Native nations, including the Ottawa, Osage, Kansa (Kaw), Miami, Delaware (Lenape), and Pawnee, and many other Nations utilized the lands currently within and surrounding Franklin County and the City of Ottawa as their hunting grounds, and

WHEREAS, Kansas is the current home to four federally recognized Native nations: The Prairie Band Potawatomi, the Kickapoo Tribe of Kansas, the Iowa Tribe of Kansas and Nebraska, and the Sac and Fox Nation of Missouri in Kansas and Nebraska, and

WHEREAS, the Ottawa Nation, after whom our city is named, holds a special place in our community's history, and we acknowledge their heritage and presence in our region; and

WHEREAS, Native American Heritage Month provides an opportunity for all residents to learn about and appreciate the invaluable contributions of Native American peoples to our nation's social, cultural, and political tapestry; and

WHEREAS, we are committed to fostering understanding, respect, and collaboration among all residents and communities within the City of Ottawa;

NOW, THEREFORE, the Governing Body of the City of Ottawa, Kansas, does hereby proclaim November 2025 to be:

NATIVE AMERICAN HERITAGE MONTH

in Ottawa, Kansas and urges all residents to take part in activities, events and educational opportunities that celebrate Native American heritage and promote cross-cultural awareness.

SIGNED this 12th day of November 2025.

Emily Allen, Mayor



PROCLAMATION



WHEREAS, the small locally owned businesses of Ottawa are vital to our city's economic health; and

WHEREAS, locally owned businesses contribute to our unique and vibrant community character; and

WHEREAS, small businesses contributed 55% of total net job creation from 2013 – 2023 according to the U.S. Bureau of Labor Statistics; and

WHEREAS, with every \$100 spent at a small local retailer, approximately \$68 returns to the community through taxes, payroll, and donations to local schools and charities; and

WHEREAS, public awareness of the contributions made by Ottawa local businesses is key to sustaining a healthy business climate; and

WHEREAS, the people of Ottawa are grateful to the small locally owned businesses for their generous contribution to the quality of life we all enjoy; and

WHEREAS, we join American Express, Main Street America, Kansas Main Street and Ottawa Main Street in supporting America's locally owned small businesses.

NOW, THEREFORE, the governing body of the City of Ottawa, Kansas, does hereby proclaim Saturday, November 29, 2025 to be:

SMALL BUSINESS SATURDAY

in Ottawa, Kansas and urge all residents, community organizations, and visitors to support Ottawa's small businesses by shopping locally, spreading the word, and participating in related events.

SIGNED this 12th day of November, 2025.

Emily Allen, Mayor

**Regular Meeting Minutes
City Hall
Minutes of November 5, 2025**

The Governing Body met at 7:00 p.m. on this date for the Regular City Commission Meeting, with the following members present and participating: Mayor Allen, Mayor Pro Tem Clayton, Commissioner Caylor, Commissioner Crowley and Commissioner Skidmore. Mayor Allen called the meeting to order.

Mayor Allen welcomed the audience and led the Pledge of Allegiance to the American flag. Commissioner Skidmore gave the invocation.

Public Comments

No public comments were received.

Appointments, Proclamations, Recognitions, Nominations, and Public Hearings
National Animal Shelter Appreciation Week (November 2–8, 2025).

Commissioner Caylor read a proclamation recognizing the role of animal shelters in public safety and community wellbeing. Vanessa Cowie of Prairie Paws Animal Shelter accepted the proclamation and thanked the Governing Body.

Consent Agenda

Commissioner Crowley moved to approve the consent agenda, seconded by Commissioner Caylor. The agenda included the minutes from the October 22, 2025 Regular Meeting, minutes from the August 19, 2025 OMA Advisory Board Meeting, and approval of the Regular Meeting agenda. The motion was considered and upon being put, all present voted aye. The Mayor declared the consent agenda duly approved.

Declaration

No declarations were made.

Unfinished Business

New Business

Fire ISO Rating

Fire Chief Dillon presented on the City's Public Protection Classification (PPC) evaluation conducted by Verisk/Insurance Services Office (ISO) in September 2025. The PPC program measures the effectiveness of local fire protection by reviewing three key components: Emergency Communications (10 points), Fire Department (50 points), and Water Supply (40 points), along with community risk reduction credit.

Following the evaluation, the City of Ottawa earned a total score of 82.00, resulting in a Class 2/2X rating, effective January 1, 2026. This represents a significant improvement from the prior Class 3 rating and places Ottawa among the top five percent of communities nationwide with a Class 2 designation. ISO ratings range from 1 (highest) to 10 (lowest), with lower numbers reflecting superior fire protection capabilities and often resulting in lower insurance premiums for residents and businesses.

Chief Dillon reviewed each evaluated category and shared several highlights from the report:

- Emergency Communications (7.43/10): Strong coordination between Ottawa Fire and the Franklin County Communications Center contributed to high marks for dispatch reliability, redundancy, and operator training.
- Fire Department (38.24/50): The department earned substantial points for incident response performance, training hours, fire prevention programs, and community outreach. Ottawa's investment in personnel certification, training, and equipment upgrades was specifically commended.
- Water Supply (36.33/40): The Utilities Department received outstanding recognition for hydrant distribution, system reliability, and flow capacity, reflecting years of coordinated investment in infrastructure.
- Community Risk Reduction (Bonus Credit): Ottawa received credit for public education, fire investigation, and enforcement efforts, which strengthened the overall score.

Chief Dillon noted that the report identified opportunities for continued improvement in areas such as staffing levels, apparatus replacement planning, and additional water system mapping updates. He commended the collaboration between Fire, Utilities, Public Works, and the Franklin County Communications Center that made this improved rating possible.

The Commission congratulated the Fire Department for its leadership and teamwork, recognizing that this accomplishment directly enhances public safety and provides tangible insurance benefits to the community.

Resolution Authorizing Partnership Agreement with Live Healthy Franklin County (Pathways to a Healthy Kansas – Incubator Kitchen Package)

OMA Director Evans presented a resolution authorizing the City Manager or his designee to sign a Partnership Agreement with Live Healthy Franklin County (LHFC) in connection with the Pathways to a Healthy Kansas Incubator Kitchen Package.

She explained that this initiative is part of the City's continued collaboration with Blue Cross and Blue Shield of Kansas (BCBSKS) through the Pathways to a Healthy Kansas program, which supports community projects that promote healthy lifestyles, access to nutritious food, and wellness-focused environments. Ottawa has been an active Pathways community since 2016 and has previously completed initiatives such as the Fitness Court, trail improvements, and community wellness events.

The proposed partnership builds on this success by establishing a Community Commercial Incubator Kitchen within the Ottawa Memorial Auditorium (OMA). This project will repurpose and expand the existing kitchen to provide licensed, rentable space for food entrepreneurs, small catering businesses, and community organizations to prepare and store food safely. The space will also support nutrition education, cooking classes, and local food access programs.

The partnership agreement outlines commitments between the City and LHFC, including:

- City Commitments: Provide and maintain the kitchen space at OMA, adopt supporting policies (such as fee schedules, access procedures, and rental agreements), and host at least one community-based healthy eating or nutrition education event per year.

- LHFC/Pathways Commitments: Offer technical support and guidance, provide up to \$50,000 in implementation funding, and ensure the project aligns with BCBSKS program goals and reporting requirements.
- Partnership Duration: The agreement remains active through October 31, 2030, with annual progress reporting and periodic program evaluations.

Director Evans emphasized that this initiative not only leverages grant funding to improve public facilities but also fosters economic opportunity and supports Ottawa's long-term food system goals. Once established, the kitchen will help small businesses, nonprofits, and community members gain affordable access to a shared-use kitchen, advancing both health and economic resilience.

Commissioners expressed strong support for the project, noting its alignment with previous City investments in OMA improvements and its potential to strengthen partnerships with local organizations and residents.

Commissioner Crowley made a motion, seconded by Mayor Tom Clayton, to approve a resolution authorizing the City Manager or his designee to sign the Partnership Agreement with Live Healthy Franklin County for the Pathways to a Healthy Kansas Incubator Kitchen Package. The motion was considered and upon being put, all present voted aye. The Mayor Pro Tem declared this resolution duly adopted, and this resolution was duly numbered Resolution No. 1998-25.

City Manager Comments

City Manager Silcott shared highlights from recent operations and initiatives. Ottawa voters approved renewal of the 1.00% sales tax to continue funding critical community investments in infrastructure, public safety, parks, and quality-of-life improvements, as well as ongoing property tax relief. The enabling ordinance is scheduled for the November 12, 2025, City Commission meeting. Once adopted and published, it will be submitted to the Kansas Department of Revenue with an effective date of July 1, 2026.

Operational updates included completion of milling and overlay work on the 1100 block of Cedar, tree trimming at Highland Cemetery, installation of 60 feet of new water main, inspection of 1,264 feet of sewer main, and collection of state water samples.

City Manager Silcott also announced that the City of Ottawa has been awarded \$49,791.90 through the Resilient Food Systems Infrastructure Program administered by the Kansas Department of Agriculture. The project, Commercial Incubator Kitchen Expansion for Franklin County Food Producers and Entrepreneurs, will transform the existing kitchen at the Ottawa Memorial Auditorium into a fully licensed commercial incubator kitchen. Grant funds will support installation of an electric range, commercial mixer, industrial slicer, and commercial hood system.

Upcoming community events include the Veteran's Day Parade downtown on Saturday, November 8 at 10:45 a.m., and HiFi Dueling Pianos at the Ottawa Memorial Auditorium at 7:00 p.m. that evening.

Current open positions include a Part-Time Auditorium Events Assistant and a Part-Time Auditorium Sound and Light Technician, both closing November 14, 2025.

Tentative agenda items for the November 12, 2025, Commission Meeting include renewal of the

Airport Fixed Base Operator Contract for 2026, bid proposals for the Ottawa Memorial Auditorium Boiler, and the Ottawa Main Street Association's Third Quarter Report.

Governing Body Comments

Commissioner Skidmore thanked the community for their support during the recent election and extended congratulations to Mayor Allen and Commissioner-Elect Tim Van Leiden. He stated he looks forward to serving alongside them.

Commissioner Caylor shared that she reached out to Commissioner-Elect Tim Van Leiden and believes he will do a great job. She thanked voters for their strong support of the sales tax renewal, noting that 76% voted in favor—calling it a powerful message. She expressed appreciation to all who believed in and supported the initiative.

Mayor Pro Tem Clayton extended appreciation to everyone who ran for elected office, commending their courage and willingness to serve. He congratulated those elected to new positions and requested that at the November 12 meeting, discussion be brought forward regarding a street plan. He expressed pride in the many grants awarded to the City this year and gave a special shoutout to the Franklin County Honor Guard for their Veterans Day flag display. He shared that fewer flags were visible this year because their trailer was stolen and encouraged community donations to help replace the flags before next year's observance. He also recognized the upcoming 250th anniversary of the United States Marine Corps and extended gratitude to all veterans for their service.

Mayor Allen thanked all who participated in the election and noted the significant voter turnout for the open City Commission seats and boards. She expressed appreciation to everyone who exercised their right to vote and continues to be engaged in the community.

Announcements

- A. November 12, 2025 – City Commission Meeting – 4:00 p.m., City Hall
- B. November 19, 2025 – City Commission Meeting – 10:00 a.m., City Hall
- C. November 26, 2025 – City Commission Meeting – 4:00 p.m., City Hall

Executive Session

Recess

Commissioner Caylor made a motion, seconded by Commissioner Crowley, to recess into executive session for a period of 25 minutes to engage in privileged and confidential communication with the City's attorney pursuant to the attorney-client privilege exception, K.S.A. 75-4319(b)(2). The open meeting will resume in this room at 8:00 p.m. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly recessed.

Reconvene

Commissioner Crowley made a motion, seconded by Commissioner Caylor, to reconvene into open session. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly reconvened at 8:00 p.m.

Recess

Commissioner Caylor made a motion, seconded by Commissioner Crowley, to recess into executive session for a period of 15 minutes to engage in privileged and confidential communication with the

City's attorney pursuant to the attorney-client privilege exception, K.S.A. 75-4319(b)(2). The open meeting will resume in this room at 8:15 p.m. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly recessed.

Reconvene

Mayor Pro Tem Clayton made a motion, seconded by Commissioner Crowley, to reconvene into open session. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly reconvened at 8:15 p.m.

Adjournment

There was no further business before the Governing Body, the Mayor declared the meeting duly adjourned at 8:15 pm.

Melissa Scherman, City Clerk

Agenda Item: XI.B

**City of Ottawa
City Commission Meeting
November 12, 2025**

TO: Mayor and City Commission
SUBJECT: Fixed Base Operator (FBO) Agreement
INITIATED BY: Public Works Director
AGENDA: New Business

Recommendation: Staff recommends approval of a two-year renewal of the Fixed Base Operator (FBO) contract with Reeder Aviation, LLC.

Background: Reeder Aviation, LLC has served as the City of Ottawa's Fixed Base Operator (FBO) since 2021. Since entering into the agreement, they have consistently performed their responsibilities to a high standard, maintaining compliance with contract terms and providing excellent service to airport users. Reeder Aviation has developed a strong partnership with the Aviation Explorers Post 8000 and works closely with City staff and community organizations to ensure the continued success of the annual Airport Fun Day and other aviation-related events.

Analysis: The FBO agreement ensures continuous management and operational services at the municipal airport. If this contract were to be discontinued, the City would be without on-site management until either a new Fixed Base Operator is selected, or an airport manager is hired to assume those responsibilities.

Financial Considerations: There is no change in cost from the previous FBO agreement, and the contract amount is already accounted for in the 2026 Airport Budget.

Legal Considerations: This agreement was reviewed and approved as to form by the City Attorney.

Recommendation/Action: It is recommended that the City Commission consider:

1. Take action at the November 12, 2025, Regular Meeting to authorize the execution of the agreement with Reeder Aviation, LLC; or
2. Refer item XI.B to a following regular meeting for continued deliberations.

Attachments: XI.B FBO Contract

**CITY OF OTTAWA, KANSAS
FIXED-BASE OPERATORS LEASE
OTTAWA MUNICIPAL AIRPORT**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, between the City of Ottawa, Kansas, hereinafter referred to as the CITY, and Reeder Aviation LLC, hereinafter referred to as the Fixed Base Operator (FBO).

WITNESSETH:

WHEREAS, the City has conducted an interview with James Reeder (Reeder Aviation, LLC), and after authorization to negotiate from the City Commission, does hereby reach the following agreement:

1. The term of this agreement shall be for a period of two years, commencing on December 16, 2025, and ending on December 15, 2027, with the option to extend for a two-year term provided the parties agree to such extension in accordance with Paragraph 18 (I).
2. For the term of this agreement the City agrees to pay Reeder Aviation, LLC (FBO) the amount of Fifty-Eight Thousand Dollars (\$58,000) annually as compensation for the services FBO agrees to provide to the City as stated in this agreement. Payment shall be monthly with 1/12 (8.33%) due each month.
3. FBO for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, FBO shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federal Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
4. FBO for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, (3) that FBO shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 1, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
5. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting aeronautical activities.
6. FBO agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit, or service; PROVIDED, that FBO may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7. The City reserves the right (but shall not be obligated to FBO) to maintain and keep in repair the landing area of the airport, and all publicly owned facilities of the airport together with the right to direct and control all activities of FBO in this regard.
8. The City reserves the right to take any action considered necessary to protect the aerial approaches to Ottawa Municipal Airport against obstruction, together with the right to prevent FBO from erecting, or permitting to be erected, any building or other structure on the airport property which, in the opinion of the City, would limit the usefulness of the airport, or constitute a hazard to aircraft.
9. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
10. The City reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities as it sees fit, regardless of the desires of FBO, and without interference or hindrance.
11. The instrument shall become subordinate to provisions of any existing or future agreement between the City and the United States of America, or any agency thereof, relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of Ottawa Municipal Airport.
12. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Ottawa Municipal Airport.
13. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part, or all, of the landing area, the publicly owned air navigation facilities, and or other areas or facilities of the airport. If such an agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the U.S. Government, shall be suspended.
14. FBO covenants and agrees to hold the City free and harmless from loss from each and every claim and demand, of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the Ottawa Municipal Airport on the part of the FBO, his agents, servants, invitees and employees; and for such purpose, FBO agrees to carry liability insurance naming the City and its officers and employees as additional insured, such insurance to have limits of not less than the following:

- \$ 1,000,000 Combined Single Limit Bodily Injury Property Damage
- \$ 150,000 Hangar Keepers Legal Liability per Aircraft
- \$ 300,000 Hangar Keepers Legal Liability per Occurrence
- \$ 1,000,000 Product Liability Coverage

Automobile Liability Insurance: FBO shall maintain Automobile Liability insurance covering all owned, non-owned and hired automobiles used in conjunction with the services or other work here under and shall have minimum bodily injury and property damage combined single limit of \$1,000,000, any one accident or loss.

Workers Compensation and Employers Liability Insurance: FBO shall maintain Workers Compensation Insurance to cover the statutory limits of the Workers

Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employers Liability (including occupational disease) coverage with limits not less than:

- \$ 500,000 Each Accident
- \$ 500,000 Policy Limit for Disease
- \$ 500,000 Each Employee for Disease

FBO further agrees to file a certificate of insurance with the City evidencing that such insurance has been furnished, and is in force, and that the same shall not be cancelled without thirty days advance notice to the City.

Should the FBO allow or cause to be placed in the City's Hanger an aircraft exceeding \$300,000.00 in value, he must provide additional insurance to cover the full replacement cost of that aircraft for all times that it is in the City Hanger.

15. It is hereby agreed that FBO shall provide the following services, and shall be responsible for grounds and building maintenance as set for herein:
- a. FBO agrees to offer the services agreed to in this instrument according to a schedule of normal business hours. Such schedule shall be established by FBO and approved by the City Manager or his designee. At a minimum, the FBO will have hours of operations from 8:00 am to 4:00 pm Tuesday through Saturday, with adjustments for winter hours and holidays.
 - b. FBO shall have available for sale to the flying public reasonable quantities of high-grade, well-known brands of aircraft engine oil and reasonable quantities of aviation gasoline and Jet-A fuels. The City shall receive 10 cents per gallon sold from the sale of aircraft fuel, accounted for daily and paid monthly. FBO shall purchase the fuel inventory that exists at the airport (and other fuel and oil related inventory) at the embedded cost, i.e. what the City paid for the inventory, within thirty days of execution of this agreement.
 - c. FBO shall be, or must have in his employ, a duly licensed, qualified aircraft mechanic who shall be able to provide those necessary mechanical services to the flying public as may be required. By such mechanical services, it is intended that the FBO, or his employee, shall be capable of performing general aircraft engine maintenance tasks, aircraft engine overhaul work, and other general maintenance commonly performed by such mechanics on aircraft. Said mechanic will not be required to make any structural alterations on aircraft but may do so as long as such activities do not interfere with the operation of the airport, and do not hinder the FBO's ability to meet the service needs of the flying public.
 - d. The FBO may provide flight training service. Such flight training school shall be conducted in accordance with applicable state and federal regulations, and suitable aircraft shall be provided for such training.
 - e. The FBO may provide, or may contract with others to provide, an aircraft leasing and charter service so that individuals can make arrangements to lease aircraft or be provided with charter services as may be necessary. Aircraft leased shall be mechanically sound, shall be kept clean, and shall otherwise be maintained as to be dependable aircraft for public use. Said aircraft are to be current in licensing and shall be equipped with a valid airworthiness certificate, radio license and certificate of registration.
 - f. Should the FBO desire to alter the configuration of the main hangar building or the T-hangar buildings, he must first receive written authorization for such alteration from the City. It is agreed that such alterations or redecoration desired or required by the FBO shall be completed at the sole expense of the FBO. Such permanent improvement shall become the property of the City at the expiration or termination of this agreement.

- g. Should the City determine that alterations to existing facilities, or construction of new facilities are required, such alteration or construction shall be at the expense of the City. Such permanent improvement shall become the property of the City at the expiration or termination of this agreement.
 - h. The FBO agrees that no outdoor signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of the City. FBO signage at the airport will be submitted for approval to the City.
 - i. A monthly report of Ottawa Municipal Airport operations shall be made by the FBO and submitted to the City Manager or his designee. The Airport Operations Report shall include information relating to the services being performed by the FBO, as well as any other information, financial or otherwise directly related to the fixed-based operation deemed pertinent and/or necessary by the City or the FBO.
 - j. As the airport is within the City limits, the FBO acknowledges that all Ottawa codes and ordinances are applicable to airport operations, in addition to applicable State and Federal rules and regulations.
16. FBO agrees to work with City and Airport Advisory Board to create and implement a plan designed to increase or promote the utilization of the airport. The plan shall be presented to the Airport Advisory Board for approval and once approved it shall be implemented. The plan shall include measurable metrics designed to allow the Airport Advisory Board to monitor the success of the plan or determine if the plan needs to be amended. The plan shall be presented within the first one hundred eighty days of operation and shall be monitored every six months after implementation.
17. It is hereby agreed that the FBO shall provide the following services and shall be responsible for grounds and building maintenance as set forth herein:
- a. FBO is responsible for their own personnel costs, taxes and workers compensation costs, insurance, and other normal and customary costs of operations. The FBO is neither a City employee nor an agent of the City.
 - b. The FBO shall be responsible for the personnel and materials expenses associated with routine custodial/building maintenance of the main hangar and terminal buildings and shall keep same clean and orderly. The FBO shall obtain written permission from the City prior to undertaking any redecoration, alteration or improvement deemed necessary solely by the FBO. Ownership of said improvements shall revert to the City upon expiration or termination of this instrument. The City shall be responsible for expenses associated with repair or replacement resulting from systemic failures such as plumbing or heating.
 - c. The FBO shall be responsible for the personnel and materials expenses associated with maintenance of the grass areas surrounding the terminal facility, the main hangar building, the T-hangar buildings, runways and taxiways, and parking areas (petroleum products included). The City shall provide a tractor with a 15-foot mowing deck for the FBO's use in grounds maintenance. The FBO shall keep said areas mowed and clear of debris. This responsibility includes proper mowing of the turf runways and the marker areas immediately adjacent to said turf runways, island areas between the taxiway and runway 17/35 including marker areas and areas between the aircraft parking apron and the taxiway including marker areas. Mowing responsibilities include other areas between the runways/taxiways and property boundaries which are not subject to agriculture use. A neat and well-groomed appearance of all airport facilities shall be maintained by the FBO at all times. Attached hereto is a map of the airport with the areas designated as the minimum areas the FBO is responsible for mowing. The City will be responsible for snow removal and the FBO will notify the City when snow removal is necessary.
 - d. The FBO shall be responsible for determining where aircraft are parked with the appropriate aircraft parking areas and shall do so in such a manner as to avoid congestion of aircraft around the fueling areas.

- e. The FBO shall be responsible for aircraft space rental in the main hangar, the T-hangar buildings and tie down spaces. The FBO is hereby granted authority to receive and retain rental payments from individuals or firms renting said spaces. Payment shall be made by those renters directly to the FBO monthly based on a fee schedule established by the FBO, reviewed by the Airport Advisory Board and approved by the City Manager. FBO will use written leases for the leasing of hangars on a form approved by the City. The FBO will receive 15 percent of rent from the south T-hangars that are south of the main terminal building and the City will receive 85 percent of the rent from those hangars. FBO will receive 90 percent of all other hangars and the City will receive 10 percent. The City does not charge the Aviation Explorers rent for their hangar space and it is expected that the FBO will maintain this agreement with the Aviation Explorers.
- f. The FBO shall pay for all utilities serving the main hangar building and the T-hangar buildings and all other utilities necessary for the operation of the airport facility not assigned to the City in this instrument.
- g. The FBO shall maintain the areas in which aviation fuel is dispensed to allow aircraft to be easily serviced with fuel. The FBO shall provide prompt, pleasant and complete fueling service. Any necessary maintenance on the fueling systems shall be the responsibility of the City. Said fueling areas shall be kept clean and precautionary measures shall be taken to ensure that said fueling areas are safe from fire or other hazards.
- h. The FBO shall make every effort to properly acknowledge calls from individuals seeking information about Ottawa Municipal Airport and to meet all pilots and passengers. The unicorn radio shall be turned on and in operation during all regular business hours established by the FBO. Said unicorn radio facility shall be provided at the sole expense of the City. Said unicorn radio and the license therefore are the property of the City and maintenance for said unicorn radio shall be the sole responsibility of the City. The FBO shall be responsible for notifying the City (Public Works Director) when said unicorn radio needs repair.
- i. The FBO shall be responsible for checking the rotating beacon and all runway and taxiway lights and markers and shall replace bulbs and perform maintenance on light fixtures and markers that become damaged and/or inoperable. The FBO shall be responsible to notify the City when, upon inspection of said lights (and/or other navigational aid or safety device which uses electricity) when it is apparent that electrical maintenance other than bulb/part replacement is required. Maintenance other than replacement shall be the responsibility of the City. The City will provide the FBO an inventory of lights for the runway and taxiway and the FBO will replace the lights as needed and notify the City of the replacements.
- j. The FBO shall be responsible for notifying the Flight Service Station located in Kansas City, Missouri to advise said station of any hazardous condition which may exist at the Ottawa Municipal Airport which may be detrimental to the safety of aircraft landing, taking off, taxiing or parking. Immediately following such notification, the FBO shall notify the City (Public Works Director) of such conditions.
- k. The parties to this agreement acknowledge that the City may, from time to time, use the facilities at the airport. Such use shall be calendared using a common calendar system. Such use will be at no cost to the City. The City shall provide reasonable notice to the FBO and the City acknowledges that the FBO has legitimate business reasons to use the facility and shall endeavor to minimize conflicts in the schedule.
- l. The FBO shall assume all expense and responsibility for maintenance and operation of said Ottawa Municipal Airport not otherwise specified.
- m. For the purposes of this agreement any notices shall be in writing and addressed to the Public Works Director or the Manager of the FBO. For purposes of extension of the lease agreement, notice must be in writing and delivered Ninety Days (90) prior to the expiration of the agreement.

- n. FBO will attend Airport Advisory Board meetings and report on the operations and issues that affect the airport. FBO will also report to the Public Works Director and attend City Commission meetings as requested by the Public Works Director and submit to the Public Works Director monthly reports for distribution to the City Commission.
 - o. The FBO will operate the Airport in a manner that is in the best interests of the City of Ottawa, keeping the Airport clean, safe, and friendly.
18. FBO and the City (Public Works Director) shall perform a joint inventory of the facilities on or about the first effective day of this agreement and said inventory with notations shall become an attachment to this instrument.
19. The City has the right to adopt and enforce reasonable rules and regulations and the FBO and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the City, the State of Kansas, The United States of America, or any agency or department thereof.
20. At the expiration or termination of this agreement, FBO shall give peaceful possession of the City's premises in as good a condition as they were on the date of this agreement, normal wear and tear excepted, including any permanent improvements. A joint "out" inventory shall be conducted prior to such expiration or termination, with the initial joint inventory and improvement authorization documents used as references. The City also agrees to purchase the fuel inventory at cost on the same terms and conditions as FBO purchased fuel from the City at the inception of this agreement.
21. The City has the right to enter upon its premises at any reasonable time for the purpose of making any inspection or taking any action deemed appropriate.
22. FBO may not assign or transfer this agreement or any interest therein except as otherwise provided herein. Nor shall FBO sublet the premises or any part thereof without the prior written consent of the City. Any attempt at assignment, transfer, or subletting shall be void and at the option of the City, deemed sufficient grounds for cancellation and termination of this agreement.
23. This agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers, and assigns of the parties hereto.
24. It is the expectation of the City that the FBO shall participate in community events and organizations such as Airport Fun Day, Franklin County Development Council (FCDC), and the Chamber of Commerce.
25. Both parties reserve the right to cancel this agreement upon giving the other party a ninety (90) day written notice of intent to cancel.

By: _____
James Reeder (Reeder Aviation, LLC)

By: _____
Title: City Manager

By: _____
Title: Mayor

Attest: _____
Title: City Clerk

Agenda Item: XI.C

**City of Ottawa
City Commission Meeting
November 12, 2025**

TO: Honorable City Commission
SUBJECT: Consideration of Sales Tax Ordinance
INITIATED BY: City Attorney Finch
AGENDA: New Business

Recommendation: Adopt the ordinance to give effect to the will of the voters by levying a one-cent sales tax.

Background: The voters approved a general purpose one-cent sales tax on November 4, 2025. The tax would take effect on or after July 1, 2026.

Analysis: The final step in levying a voter approved sales tax is passage of an ordinance by the governing body. Once adopted, the ordinance is published, a certified copy of the ordinance and canvass of votes is provided to the Kansas Department of Revenue and the tax will begin to be collected in July of 2026 after expiration of the current one-cent special purpose sales tax.

Financial Considerations: The one-cent sales tax supports ongoing city operations and allows for approximately 13 mills in property tax to be avoided. Failure to adopt the ordinance will require a sizeable property tax increase and eliminate any possibility of additional funds to meet critical infrastructure needs like road rehabilitation, utility upgrades, development of city parks, and financing mechanisms therefor.

Legal Considerations: The ordinance has been reviewed by the City Attorney and is ready for consideration.

Recommendation/Action: Approval of the draft ordinance by the governing body.

Attachments: XI.C Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE LEVYING A GENERAL-PURPOSE CITY RETAILERS' SALES TAX IN THE AMOUNT OF ONE PERCENT (1.00%) WITHIN THE CITY OF OTTAWA, KANSAS

WHEREAS, pursuant to K.S.A. 12-187, the city of Ottawa, Kansas (the "City"), submitted to the qualified electors of the City the question of levying a retailers' sales tax in the amount of one percent (1.00%), such tax to be collected by the Kansas Department of Revenue with the revenue returned to the City to be used in whole or in part for general purposes, including but not limited to:

- (a) fund street infrastructure improvements including the maintenance and rebuilding of roads, sidewalks, storm water facilities, and street lighting;
- (b) the development, construction, and maintenance of city parks, quality of life amenities, and recreational facilities for the community;
- (c) the improving, rebuilding, and maintaining of city utility infrastructure;
- (d) funding general government operations to limit reliance on property taxes; and
- (e) all things related and necessary to construct and finance such projects including bonds and other obligations; and,

WHEREAS, at the general election held in the City on November 4, 2025, more than a majority of the qualified electors of the City voting at the election on the question voted in favor of the proposition;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS, AS FOLLOWS:

Section 1. A city retailers' sales tax in the amount of one percent (1.00%) is hereby levied in the City in accordance with K.S.A. 12-187(a) and K.S.A. 12-187(f). Such retailers' sales tax shall take effect on July 1, 2026, or the earliest date thereafter that the Kansas Department of Revenue can begin collecting such tax.

Section 2. Except as may otherwise be provided by law, such tax shall be identical in its application and exemptions therefrom to the Kansas Retailers' Sales Tax Act and all laws and administrative rules and regulations of the Kansas Department of Revenue relating to the state retailers' sales tax shall apply to such city retailers' sales tax insofar as such laws and regulations

may be made applicable. The services of the Kansas Department of Revenue shall be utilized to administer, enforce and collected such tax.

Section 3. This ordinance shall take effect from and after its passage by the City Commission, approval by the Mayor and publication once in the official County newspaper. The City Clerk is hereby directed to deliver to the State Director of Taxation a certified copy of this ordinance, an affidavit of publication of this ordinance and a copy of the canvass of votes at such election prepared by the City Clerk of Ottawa, Kansas.

Passed by the City Commission of the City on _____, 2025.

Mayor, Emily Allen

Attest:

City Clerk

Agenda Item: XI.D

**City of Ottawa
City Commission Meeting
November 12, 2025**

TO: City Commission
SUBJECT: Selection of Provider for Ottawa Memorial Auditorium Boiler Replacement Project
INITIATED BY: OMA Director
AGENDA: New Business

Recommendation: It is recommended the City Commission consider the findings of BG Consultants, Inc. regarding the Ottawa Memorial Auditorium Boiler Replacement RFP responses and take action on an option for contract award as outlined in their evaluation dated November 3, 2025.

Background: The Ottawa Memorial Auditorium (OMA), constructed in 1921, serves as a historic performance and community venue. The existing boiler system, last replaced in the late 1990s, has reached the end of its useful life and no longer meets efficiency or reliability expectations.

The City issued a Request for Design-Build Proposals on September 30, 2025, with a mandatory preproposal meeting held October 13, 2025, and proposals due October 28, 2025. The design-build delivery method was selected to streamline coordination between design and construction teams, minimizing disruption to OMA operations.

The scope of work includes replacing the existing low-pressure steam boiler with two modular high-efficiency hot water boilers, new heating water pumps and piping, new heating coils for the main auditorium air handler, and updated direct digital controls integrated into the building's existing Distech control system. The project also includes demolition of obsolete steam piping and unit heaters, related electrical modifications, and restoration of impacted building finishes.

Analysis: Two firms submitted proposals in response to the RFP:

- BCI Mechanical, Inc.
- Helm Service

Proposals were evaluated in accordance with the published RFP criteria:

- Technical Approach (30%)
- Experience & References (25%)
- Cost (25%)
- Compliance & Safety (10%)
- Project Timeline (10%)

<u>Firm</u>	<u>Total Score (0–10)</u>	<u>Proposal Amount</u>
Helm Service	7.35	\$150,000
BCI Mechanical, Inc.	9.58	\$174,860

BG Consultants noted that Helm Service’s proposal lacked required submittals, such as a project management plan, resumes of key staff, and a project timeline. BCI Mechanical’s proposal was more complete but 17% higher in cost. BG Consultants concluded that BCI Mechanical’s proposal represented the most qualified response based on the RFP criteria.

Financial Considerations: This project is funded through the 2022A General Obligation (GO) Bond. The budget for this project was \$175,000, and the proposals received ranged from \$150,000 to \$174,860, both within available bond capacity.

Legal Considerations: Approve as to form. All contracts and agreements will be reviewed and approved by the City Attorney to ensure compliance with applicable Kansas Statutes and municipal procurement policies.

Attachments

- XI.D1 RFP: Ottawa Memorial Auditorium Boiler Replacement 2025
- XI.D2 BG Consultants Proposal Evaluation Scoresheet and Notes
- XI.D3 BCI Mechanical, Inc. Proposal Summary
- XI.D4 Helm Service Proposal Summary



REQUEST FOR DESIGN-BUILD PROPOSALS
Ottawa Memorial Auditorium Boiler Replacement 2025

Issue Date: September 30, 2025

Responses must be received by: Tuesday, October 28, 2025, at 10:00 am local time

Questions regarding this RFP may be submitted in writing to:

Jarrod E. Mann, P.E.

Owner's Representative

BG Consultants, Inc.

Jarrod.mann@bgcons.com

1. Introduction

The City of Ottawa is seeking proposals from qualified design-build contractors for the replacement of the boiler and heating system serving portions of the Ottawa Memorial Auditorium (OMA) located at 301 S. Hickory St, Ottawa, KS 66067. The desired improvements include replacement of the existing low pressure steam boiler and related piping and heating coils with a new modular hot water heating system. The scope of work is described in more detail below and in the Appendices of this RFP. The design-build contractor will be responsible for providing a turnkey design and build project in coordination with City and OMA staff and the City's Owner's Representative.

2. Proposal Deadline

Sealed proposals must be received no later than Tuesday, 10/28/2025 at 10:00 am local time, clearly marked "**OMA Boiler Replacement 2025**". The City of Ottawa will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time, or proposals not submitted to the correct location or in the designated manner will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

3. Preproposal Meeting

A Preproposal Meeting and building walk-through will be held on Monday, 10/13/2025 at 10:00 AM at the Ottawa Memorial Auditorium, 301 S. Hickory St, Ottawa, KS 66067. Attendance is mandatory for prime design-build proposers and is encouraged for subcontractors and consultants.

4. Questions/Addenda

Questions or requests for further information regarding this Request for Proposals shall be submitted in writing to the attention of Jarrod Mann, P.E., Owner's Representative, no later than 5:00 PM on Tuesday, 10/21/2025. A copy of all questions, further clarifications, and answers will be made in the form of an Addendum to this Request for Proposals and will be provided to all known prospective contractors and posted on the City's website.

Notwithstanding the foregoing, contractors will be responsible for ensuring that they have received all addenda and that they acknowledge the receipt of all addenda in their RFP response.

Contractors are expressly prohibited from contacting any City of Ottawa official regarding this Request for Proposals, except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the contractor.

5. Background Information

In early 1919, the City of Ottawa chose to build an auditorium dedicated to the memory of those who had died in World War I. George Washburn, designer and architect of many of Ottawa's historic structures, began work creating a versatile building. The original layout included a large stage and fly gallery, over 1400 seats, and a spacious lower-level meeting hall. The building was dedicated in 1921. After the flood of 1951, the decay of years, and high maintenance costs, the auditorium was declared unsafe in 1974 and closed. Ottawa citizens decided by a nearly 3-1 margin to appropriate needed renovation and yearly maintenance funds to save the facility. The Auditorium reopened its doors on October 8, 1978, after extensive renovation. The OMA is now a community hub for live music, theatre and dance productions, meeting space and rental options. The Ottawa Memorial Auditorium includes a 35-foot proscenium stage and seats 830 guests.

The HVAC equipment serving much of the building dates to the renovation of the mid 1970's, although the boiler itself was replaced with the current Peerless Boiler in the late 1990's. In 2011, a Distech control system was installed to control the HVAC systems. The boiler originally supplied all heating for the building, including two air handling units located in the boiler room, two fan coil units located in mechanical rooms enclosed in the back of the balcony, and two unit heaters located on the basement. The air handling units and fan coil units also included DX cooling.

Today, the only units that are still functional and connected to the steam boiler system are large air handling unit AHU-1 (serving the main auditorium seating area) and the unit heater UH-2 located in the boiler room. AHU-2 (serving the main stage and the rooms beneath the stage) and fan coil unit FC-1 (serving the first-floor lobby and restrooms) are also connected to the steam system but are not currently functional. FC-2 (serving the mezzanine level meeting room) has been replaced with a new unit containing electric heating. The basement meeting spaces have had a new air handling unit with electric heat added more recently, making unit heater UH-1 located in that space obsolete.

The outcome of this project will be that the steam heating system will be replaced with a hot water heating system that will immediately serve AHU-1. This will be done through the replacement of the existing steam boiler with new high efficiency modular hot water boilers. Retrofitting or converting the existing boiler from steam to hot water is not acceptable.

6. Scope of Work

The project includes, but is not limited to, the following items and tasks:

- Replace the existing low pressure steam boiler with at least two modular high efficiency hot water boilers.
- Remove existing exposed/accessible steam and condensate return piping in the boiler room, basement kitchen, and basement meeting room.
- Provide new heating water system pumping (with redundancy) and piping to serve the connected equipment.
- Remove the steam coil in AHU-1 and replace it with a hot water heating coil.
- Remove the steam unit heater UH-2 in the boiler room and replace it with either an electric or hot water unit heater to serve the boiler room.
- Remove the abandoned steam unit heater UH-1 in the basement meeting room.
- Provide new direct digital controls for all replaced equipment and modify existing controls as required for modified equipment, all to be connected to the existing Distech control system.

7. Submittal Requirements

All proposals must include the following:

- The proposal title, due date and time.
- A cover letter of intent on the contractor's letterhead, signed by an authorized representative of the contractor, expressly agreeing to the City of Ottawa's terms and conditions contained in this Request for Proposals and its attachments.
- The contractor's name or company name, address, and telephone number.
- The name, address, and telephone number of company representatives with the authority to answer questions or provide clarification regarding the proposal's contents.
- The names of any and all subcontractors and consultants expected to perform services in connection with the project and their qualifications. Include the

estimated percentage of work that each subcontractor is expected to perform. The City of Ottawa reserves the right to accept or reject any proposed subcontractor or consultant.

- An Executive Summary outlining the contractor's qualifications and approach.
- A description of services and processes that will be implemented and ongoing to complete the project in the most efficient, timely, and comprehensive manner.
- A Management Plan including organization structure and resumes of key personnel.
- Any assistance requirements from the City of Ottawa.
- A detailed company description and history, including areas of expertise related to the project.
- A reference list of at least three (3) current projects or projects completed within the past twenty-four (24) months for projects of similar size and scope, including the name and telephone number of a contact person for each reference listed.
- A description of recent relevant projects that the contractor and their engineering consultant have completed together.
- A Lump Sum Cost Proposal including detailed breakdown of costs and assumptions.
- Certificate of Insurance as evidence that contractor meets the City of Ottawa's Minimum Insurance Requirements attached hereto.

Contractors shall provide documentation sufficient to clearly demonstrate that their firm and team meets or exceeds the requirements set forth in this Request for Proposals. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, the City of Ottawa reserves the right to request financial information for any contractor, in order to support the viability of the contractor.

Interested parties must submit one (1) hard and one (1) digital copy (bookmarked PDF on a flash drive) of their proposal in a sealed envelope clearly labeled "**RFP Response, OMA Boiler Replacement 2025**". Proposals may be mailed or delivered to the following location:

CITY OF OTTAWA
Attn: City Clerk
P.O. Box 60, 101 South Hickory St.
Ottawa, KS 66067

8. Expenses

The City of Ottawa will not be responsible for any costs or expenses incurred by the contractor in submitting a proposal or for any other activities associated with this procurement. Further, the City of Ottawa reserves the right to cancel the procurement described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

9. Right To Submitted Proposals and Supporting Documents

All written correspondence, proposals, and supporting documents received by the City of Ottawa in connection with this Request for Proposals will become the property of the City of Ottawa. The City of Ottawa reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected.

10. Form of Agreement

In addition to the terms and conditions contained in this Request for Proposals, by submitting a proposal, the contractor, if selected, agrees to enter into and be bound by the provisions of the attached modified version of AIA Document A141-2024 Standard Form of Agreement Between Owner and Design-Builder and related Exhibits to the Agreement. To the extent that any of the terms of this Request for Proposals and the terms of the Agreement conflict, the terms of the Agreement shall prevail. No agreement will be valid until it has been fully executed by the parties. Contractor may not perform any construction services until the Agreement is fully executed by both parties. Any design services performed prior to full execution of the Agreement by both parties will be at the contractor's risk.

11. Insurance

To the extent applicable, contractor must procure and maintain in full force and effect during the term of any agreement with the City of Ottawa, or the renewal of any agreement with the City of Ottawa, the insurance coverage set forth in the Agreement, Exhibit A of the Agreement, and the Minimum Insurance Requirements attached to the Exhibit. Upon award of contract, contractor must provide a Certificate of Insurance as evidence that it meets the City's Minimum Insurance Requirements.

12. Proposal conditions

Submission of a proposal indicates explicit acceptance by the contractor of the terms and conditions contained in this Request for Proposals and any attachments hereto. The City of Ottawa reserves the exclusive right to reject any or all proposals without prejudice or explanation, to waive any informalities or technical defects in proposals, and to accept any proposal deemed most favorable to the City of Ottawa. The City of Ottawa reserves the right to amend the specifications and/or Scope of Work and request new proposals at any time prior to the award of a contract. All decisions of the City of Ottawa shall be final and binding.

The City of Ottawa reserves the right to:

- Reject any and all offers and discontinue this RFP project without obligation or liability to any potential vendors.
- Accept other than the lowest price offer.
- Award a contract on the basis of initial offers received without further discussion or request for best and final offers.

13. Contract Award

The award of a contract resulting from this RFP will be based upon the offer that is perceived to be most advantageous to the City of Ottawa.

14. Schedule

The City anticipates awarding the project at the first available City Commission Meeting following receipt and evaluation of the proposals, and anticipates executing the contract with the successful proposer immediately following approval by the City Commission.

Construction documents and permitting are to be completed and construction commenced by April 1, 2026 or as coordinated with and agreed to by OMA and City staff, and the construction is to be substantially complete no later than September 1, 2026.

15. Building Occupancy and Scheduling of Work

The City and OMA intend to work with the contractor to develop a mutually agreeable construction schedule and sequence that will allow for minimizing disruption to operations of the building while also allowing the contractor to execute the work in a logical sequence.

The OMA intends to maintain occupancy of the building through the construction period. Work causing excessive noise or vibration in the building will be limited to times approved by OMA staff based on use and occupancy of the building. Disruptions to the operation of AHU-1 (serving the Auditorium) must be scheduled at least 1 week in advance with OMA staff and coordinated with planned shows and other use of the auditorium.

16. Permitting for Construction

The contractor will be required to submit the construction documents for plan review and permitting through the normal processes for the City of Ottawa, KS. Permit fees will be waived for the project.

17. Sales Tax

The City will provide a Project Exemption Certificate for sales tax to the contractor after execution of the Agreement.

18. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Technical Approach (30%) – Feasibility and effectiveness of the proposed methodology.
- Experience & References (25%) – Demonstrated expertise in similar projects.
- Cost Proposal (25%) – Competitive pricing and clarity of cost breakdown.
- Compliance & Safety (10%) – Adherence to regulatory requirements and safety protocols.
- Project Timeline (10%) – Ability to complete the work within the proposed schedule.

19. Terms & Conditions

- The City reserves the right to reject any and all proposals.
- A contract will be awarded based on the proposal that is most advantageous to the City.
- The contract type will be a fixed-price contract with payment per the terms of the Agreement.

20. Submission Checklist

- Cover Letter
- Company Information and contacts
- Information on Subcontractors and Consultants
- Executive Summary
- Technical Proposal
- Management Plan
- Past Performance (References)
- Cost Proposal
- Proof of Insurance

We appreciate your interest in working with the City of Ottawa!

List of Attachments:

Attachment A	1977 Remodel Mechanical and Electrical Drawings (for reference only) <i>Provided as a separate document for full-sized drawing scans</i>
Attachment B	Owner's Project Requirements
Attachment C	Draft Form of Agreement and Exhibits



OWNER'S PROJECT REQUIREMENTS OMA Boiler Replacement 2025

1. Existing Documentation Available

The City does possess drawings of the late 1970's remodel of the building that installed many of the current HVAC and electrical systems in the building. The MEP drawings from that drawing package have been scanned and are included in this RFP as Attachment A. Architectural and other drawings from that remodel are available from the City upon request. The City does not possess AutoCAD floor plans or drawings of the building, and the successful contractor will be responsible for creation of their own AutoCAD, Revit, or other base files required to create their construction documents. The contractor will be responsible for field verifying all existing conditions.

2. Existing Building and System Conditions

Refer to the drawings included as Attachment A and the main RFP document for existing building and system information. Additionally:

- It is believed that previous asbestos insulation in the building has been previously removed. For the purpose of this RFP, it can be assumed that no asbestos removal or remediation will be required. If the contractor discovers materials in the building that they believe may be hazardous, they are to immediately bring them to the Owner's attention.

3. General Scope of Work Requirements

The following are minimum project scope requirements that are to be included in the project:

- Perform HVAC load and sizing calculations for the areas of the building served by AHU-1 to determine the initial required heating capacity for the new heating water boiler plant, and for the areas of the building served by AHU-2 to determine the ultimate buildout of the boiler plant for space planning and equipment sizing purposes.
 - Existing system sizing and capacity are not to be used as a substitute for new calculations and system design. However, for reference, the existing

- boiler (which was designed to serve additional areas no longer to be connected to the system) is labeled as delivering 1,350,000 BTU/h output.
 - Since the existing air handling unit is to be reused and only the heating coil is to be replaced, the proposed design must work within the existing system airflow capacity.
- Replace the existing low pressure steam boiler with at least two modular high efficiency heating hot water boilers, to be located in the existing boiler room.
 - Boilers shall include modulating burners with a minimum of 10:1 turndown capability, and must include on board cascading boiler plant controls.
 - The purpose of having at least two boilers is to allow for a level of redundancy and improved turndown for part-load conditions. N+1 redundancy is not a requirement for the boilers.
 - The boiler plant shall be planned for future expansion to provide hot water heating to AHU-2. Plans shall allocate space for additional boiler(s) and pump(s) as necessary for this future expansion.
 - Provide a condensate neutralization tank for the proposed boiler plant.
 - Provide individual circulating pumps for each boiler, and at least two main system circulating pumps with variable speed control and N+1 redundancy.
 - Provide new schedule-40 steel hydronic supply and return heating water piping with fiberglass insulation and all-service jacket.
 - Modify existing natural gas piping as required to serve new equipment. Verify that new and planned equipment do not exceed the existing capacity of the gas service to the building or upsize the gas service to the building if required.
 - Provide outside air and flue piping per manufacturer recommendations for the new boilers. Currently, the existing boiler and gas domestic hot water heater share the steel flue pipe up through the building. This could be used as a path for new OA and/or flue piping if the water heater flue is addressed in another way.
 - Modify the existing OA intake to the boiler that provides combustion air for the boiler to only provide the combustion air necessary for the domestic hot water heater, or eliminate the combustion air to the boiler room completely and address the combustion air for the domestic water heater in another way.
 - Provide initial heating water system fill and initial chemical treatment. Ongoing chemical treatment contract is not to be included in the RFP price.
 - The existing boiler emergency stop switch(es) may be reused if in good condition and in compliance with current codes.
- Remove existing exposed and accessible steam and condensate piping in the boiler room, basement kitchen, and basement meeting rooms, and remove the existing abandoned UH-1 located in the basement meeting room.

- Where existing piping penetrates walls, floors, or ceilings, patch openings left by removal of piping to match existing adjacent surfaces.
- Remove existing steam unit heater UH-2 located in the boiler room. Depending on how the combustion air system is modified, replace with a new hot water or electric unit heater of appropriate size for the new room conditions.
- Integrate the new boiler plant and other new equipment provided under this project into the existing Distech direct digital control system serving the building, including providing updated programming and graphics.
- Provide air flow measurements for AHU-1 as it currently operates to document and benchmark existing system performance. Provide airside and water-side test and balance services post-construction to verify that the systems are performing per new design parameters.
- Provide all electrical power connections and modifications to the existing electrical distribution system required to support the HVAC system modifications.
- Provide all general construction and other trade contractor construction as required to support the project construction and to return/restore all disturbed portions of the building to their pre-construction state.

End of Owner's Project Requirements

November 3, 2025

City of Ottawa City Commission
Ottawa City Hall
101 S. Hickory
Ottawa, KS 66067

RE: 25-1265 Ottawa OMA Boiler Replacement RFP
Evaluation of RFP Responses

On Tuesday, October 28, 2025, responses to the Request for Proposals for replacement of the boiler and steam heating system in the Ottawa Memorial Auditorium were received and publicly opened. Two proposal responses were submitted, from Helm Service and BCI Mechanical, Inc. BG Consultants, Inc. has reviewed the RFP responses and supporting documentation provided by both contractors.

The RFP was written as a qualifications-based selection with price being only one out of multiple criteria used in the evaluation. The five criteria are (1) Technical Approach, (2) Experience and References, (3) Cost Proposal, (4) Compliance and Safety, and (5) Project Timeline. The list of these criteria and their weighting in the evaluation process, as well as a submission checklist, were included in the RFP, so all proposers knew the criteria on which they would be evaluated.

A summary of the scoring of the RFP's is attached to this letter. This summary scoresheet includes notes explaining the scores assigned for each criterion for each contractor whenever less than the full score was assigned. For Helm Service, their technical approach description was less detailed than that provided by BCI Mechanical, and they included no references related to subcontractors and consultants, and thus both were scored lower. Helm's response also included no information on schedule/project timeline, and so no points were awarded to them for that criterion. Additionally, they did not include a Management Plan, resumes for key staff, or information on any proposed subcontractors or consultants, which were all listed on the Submission Checklist.

For BCI Mechanical, their cost proposal was 17% higher than that of Helm Service, and thus their score was reduced by that percentage.

BG Consultants reached out to Helm Service for clarifications and additional information that was not included in their RFP response, to make sure that their proposal met minimum requirements prior to scoring. However, this additional information was not factored into the scoring, which is based solely on the RFP responses as submitted. Helm acknowledged that they would execute the City's form of agreement for the project, to clarify that the form of agreement they included was not required to be used. They confirmed that they are providing a full turn-key design-build proposal, to clear up confusion with some of the standard exclusions they listed. They confirmed that they will use a licensed 3rd party

engineering firm to review and take professional responsibility for their permit/construction documents.

Overall, as shown on the scoresheet, BCI Mechanical received the higher weighted score at 9.58, compared to a weighted score of 7.35 for Helm Service. Thus, the proposal from BCI Mechanical is deemed to be the most qualified response.

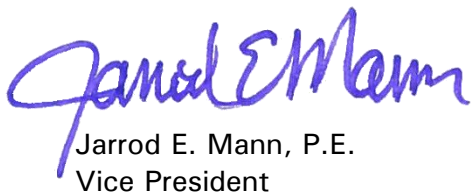
The price submitted by BCI Mechanical in their RFP response is **\$174,860.00**. Based on the proposed scope of work included in the RFP response, BG Consultants believes that this cost is reasonable. Based on the evaluation criteria included in the RFP, BG Consultants sees the following options as being reasonably available to the Ottawa City Commission in relation to this project:

- Accept the proposal from BCI Mechanical as being the highest scoring and most qualified response based on the RFP evaluation and execute a design-build construction contract with them in the amount of \$174,860.00 using the form of agreement included in the RFP.
- Waive the scoring matrix and the irregularities/missing information in the proposal from Helm Service and execute a design-build construction contract with them in the amount of \$150,000.00 using the form of agreement included in the RFP.
- Reject the RFP responses, revise the RFP, and issue the revised RFP for new proposals.
- Reject the RFP responses and discontinue the RFP process.

Please let us know if you have any additional questions or concerns.

Sincerely,

BG Consultants, Inc.



Jarrod E. Mann, P.E.
Vice President



**Ottawa Memorial Auditorium
Boiler Replacement 2025**

**RFP Response Evaluation for responses received
October 28, 2025**



SCORES (0-10)						Cost Proposal Amounts
Company Name	Technical Approach	Experience and References	Cost Proposal	Compliance and Safety	Project Timeline	
<i>Scoring Weight</i>	30%	25%	25%	10%	10%	
Helm Service	7	7	10	10	0	Helm Service
<i>weighted</i>	2.10	1.75	2.50	1.00	0.00	\$ 150,000
	<i>Note 4</i>	<i>Note 3</i>	<i>Note 6</i>		<i>Note 5</i>	
BCI Mechanical	10	10	8.3	10	10	BCI Mechanical
<i>weighted</i>	3.00	2.50	2.08	1.00	1.00	\$ 174,860
			<i>Note A</i>			

Submission Checklist									
Company Name	Cover Letter	Company		Executive Summary	Technical Proposal	Management Plan	Past Performance (References)	Cost Proposal	Proof of Insurance
		Information and Contacts	Subcontractors and Consultants						
Helm Service	X	X	<i>Note 1</i>	X	<i>Note 4</i>	<i>Note 2</i>	<i>Note 3</i>	X	X
BCI Mechanical	X	X	X	X	X	X	X	X	X

NOTES	
Helm Service	
Note 1	No information on subcontractors or subconsultants included in RFP. Followed up by email and Helm reported that they will self perform all construction, but will subcontract with Staco Electric if additional help is needed for electrical (not planned at this time). Reported that they will perform engineering design in-house and then give to Landford Fendler Engineers for review and stamp.
Note 2	No management plan included in RFP response. No organizational structure provided and no key personnel resumes included, either for in-house staff or subcontractors or consultants.
Note 3	Four references included. Spoke to two, which were both very positive. No reference work included for projects performed in common with potential subcontractors or consultants, or by potential subcontractors or consultants separately.
Note 4	There were multiple exclusions listed, including for electrical work, "unless otherwise noted". Clarified via email that all electrical and other work is in fact included for a complete turn-key project. Technical approach largely mimics language from the RFP scope, without must additional detail included. In comparison to BCI technical approach, less detail and information included.
Note 5	No reference to schedule included in RFP response.
Note 6	Low bid, so awarded full points.
BCI Mechanical	
Note A	Bid is 17% higher than low bid. Therefore, score is reduced 17%



OMA Boiler Replacement

Proposal For:

Ottawa Memorial Auditorium- Boiler Replacement 2025

Prepared For:

City of Ottawa
Jarrod E. Mann, P.E.

Project Location:

301 S. Hickory St,
Ottawa, KS 66067

Proposal Date:

October 28th, 2025

Prepared By:

BCI Mechanical, Inc.

Brandon Livingston, PE

President, BCI Mechanical, Inc.

Justin Bambach

Vice President

Trevor Carpenter

Project Coordinator



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Information and Project Team

BCI Mechanical Inc. is pleased to present the following proposal for a Design-Build Mechanical HVAC system upgrade at Ottawa City Hall, Ottawa, KS. With decades of experience delivering high-performance mechanical solutions for industrial and manufacturing facilities, we specialize in mechanical system upgrades that require precise planning, expert execution, and minimal disruption to occupants and operations.

BCI Mechanical Inc. began in 2001 with a primary focus on HVAC service. In 2006, we expanded our mechanical operations to include pipefitting and sheet metal to support major retrofit projects and new construction. Understanding and listening to the needs of our customers, we added Temperature Controls and Electrical Divisions. BCI Mechanical offers a coordinated approach that streamlines implementation, reduces project complexity, and ensures continuity throughout construction and owner transition.

PROJECT TEAM

BCI Mechanical has an in-house team of four degreed engineers with one licensed mechanical engineer. While we have the experience and capability to provide in-house design, we choose to team with an independent engineering consultant as we recognize their core focus and the value that they bring to a Design-Build process such as this. Following please find our Design-Build Team members:

Design-Build Contractor- Proposal Contact (questions/clarifications):

Brandon Livingston, PE, President
BCI Mechanical, Inc.
PO Box 441 Gardner, KS 66030
Cell: 913-207-7528
Office: 913-856-6747
Email: brandonlivingston@bcimechanicalinc.com

Design-Build Engineer

- PKMR Engineers
 - Will Kent, PE, Principal, 913-492-2400, will.kent@pkmreng.com

Estimation/Pre-Construction

- Trevor Carpenter, Project Manager, 913-856-6747, tcarpenter@bcimechanicalinc.com

Field Superintendent

- Brad Ferguson – Area Project Superintendent



Project Leads

- Don Lies – Piping Foreman
- Chad Hull – Start-up, Commissioning, and Warranty Service Foreman

Subcontractors

Electrical- BCI Electrical, Inc. (member of the BCI family of companies)

- Thor McKiearnan, Vice President
- Matt O'Brien, Project Manager

Direct Digital Controls- Building Controls & Integration, Inc. (member of the BCI family of companies)

- Bryan Epp, Operations Manager/Controls Engineer
- Mike Drake, Controls Engineer/Project Manager

Certified Test & Balance – EMC2

Water Treatment - CE Water Management

Executive Summary

In the following proposal, we will demonstrate our understanding of the owner's needs and desired outcomes, how we plan to deliver them, and why BCI Mechanical Inc. (BCI) is the best-suited partner for this project. The BCI team has an unparalleled understanding of this project's needs through an in-depth review of the RFP, analysis of existing equipment/systems, and discussions with on-site personnel. BCI has provided HVAC maintenance and repair since 2012, keeping the primary equipment operational. Due to this experience, we are well-versed with the existing installation and overall system operation.

BCI Mechanical, Inc. is uniquely positioned for this project, as we have direct control over each of the critical trades and can dictate the project timeline and allocate resources, as required to meet deadlines. Over 95% of this project falls within the mechanical, electrical, and controls trades, which BCI Mechanical, Inc. and our sister companies will handle directly. This approach provides a single point of contact and responsibility for the entire project. The driven outcomes are reflected in our projected project duration of approximately 8 weeks, slated to commence no later than April 15th, 2026, and be completed no later than September 1st, 2026.

Our surveys of the existing facility, combined with the requested outline in the RFP, have guided our overall project approach. The existing steam boiler shall be removed & replaced with (2) high-efficiency hydronic boilers. Each new boiler will be of equal capacity & sized to provide approximately 60% of the total heating load, providing partial system redundancy. Boilers are to be piped in a primary-secondary arrangement. A new constant-speed primary pump will be provided with each boiler. The secondary pumps will be (2) variable speed N+1 redundant inline pumps piped in parallel. Future expansion is easily achieved, as the system is built to accommodate additional boilers and control them as a "plant," optimizing efficiency & runtime.

The steam coil in AHU-1 will be replaced with a new hydronic heating coil, including a new hot water control valve. All exposed steam piping is to be demolished & removed. The new hydronic piping required for the hot water plant shall be installed and insulated with ASJ fiberglass pipe insulation. All new flue piping shall be UL 1738 polypropylene Cat. IV flue gas vent piping and piped directly outdoors – either through the exterior sidewall or the entire height of the chimney as required. OA intake combustion air piping shall be a schedule 40 PVC pipe terminated outdoors at the mechanical room exterior wall.

All new equipment will be integrated into the existing Distech Direct Digital Control System, allowing for remote system control & scheduling via the same platform that the OMA staff currently utilizes. System graphics will be updated accordingly to reflect the new hot water plant, including boilers, pumps, & AHU-1 hot water control valve. AHU-1 & new hot water system to

be tested, adjusted, & balanced by a certified TAB agency upon completion of the project to ensure it is operating within the new design parameters and adequately responding to adjustments made via the DDC system.

Our approach is a turnkey mechanical heating hot water system replacement based on the RFP and details above, and it also includes electrical wiring as required, equipment pads, and patching of walls & floors where steam piping was removed.

Qualifications

BCI Mechanical, Inc. brings over two decades of proven experience delivering reliable, high-quality HVAC and mechanical services to institutions and facilities of all sizes. Our team combines licensed engineers, experienced project managers, and highly trained field staff to provide comprehensive design, installation, maintenance, and repair solutions.

Staff Expertise

- Engineering & Management: 5 engineers/designers (including 4 degreed engineers and 1 licensed Professional Engineer), 5 project managers, and senior service leadership with an average of 22+ years of industry experience.
- Technical Workforce: 70+ field staff and trades professionals, including senior field staff, apprentices, and certified construction trades staff. Our field staff average 8.6 years of experience, with senior field staff averaging 14+ years.
- Training & Licenses: Staff hold master's mechanical and contractor licenses, as well as EPA Refrigerant and OSHA-10/30 certifications. BCI Invests more than \$50,000 annually in advanced training, including factory-authorized OEM programs and in-house training on live commercial HVAC systems.

Capabilities & Experience

BCI Mechanical, Inc. has completed over \$24 million in construction/retrofit projects in the past two years, demonstrating our capacity to handle large volumes of work while maintaining consistent quality. Our expertise includes:

- Chiller & Boiler Retrofits
- Pumping & Hydronic Systems
- Packaged Units, Air Handling Units, VAV Systems
- Sheet Metal Modification, Retrofit, and New Construction
- Controls & Building Automation Systems

Licenses & Certifications

- Johnson County Contractors License
- Kansas Professional Engineer License
- Master Mechanical License

BCI Mechanical, Inc- Key Management Personnel – Summary Resumes

Name & Title	Education	Licenses/Certifications	Experience
Brandon Livingston, PE - President	Bachelor of Science, Mechanical Engineering – Kansas State University	Licensed Professional Engineer (KS); Licensed Mechanical Contractor; Licensed Electrical Contractor	34 years of commercial mechanical/HVAC expertise spanning design, construction, retrofit, and service.
Justin Bambach– Vice President	Bachelor of Science, HVAC Engineering Technology – Ferris State University		15 years of experience in mechanical HVAC including product design, commercial service, and construction project management/estimation.
Ty Elley – Vice President	Bachelor of Science, Industrial Engineering – University of Missouri		10 years of mechanical HVAC systems experience, with emphasis on systems design, application engineering, and direct digital controls (DDC).
Brain Livingston- Director of Operations	HVAC Industry Training	Licensed Mechanical Contractor	25 years of HVAC service, retrofit, and new construction experience. Leads operational planning and execution with deep knowledge of complex system servicing and retrofitting.
Trevor Carpenter- Estimator/Project Coordinator	Bachelor of Science, Mechanical Engineering – Kansas State University		4 years of HVAC project estimation and coordination. Supports project delivery through accurate cost forecasting, bid preparation, and coordination of preconstruction activities.
Brittney Hornbuckle- Estimator/Project Manager	Bachelor of Science, Biomedical Engineering – University of Arkansas		HVAC estimation and project management trainee. Contributes to cost estimating, scheduling, and project management support with a technical foundation in engineering.

*Detailed Resumes available upon request



WILL KENT, P.E. PRINCIPAL

EDUCATION

Bachelor of Science, Architectural Engineering
Kansas State University - 1993

REGISTRATIONS

Professional Engineer, Kansas - 1998
MO, IA, MI, NE, SC, TX, LA, MD, GA, WA, NC,
MT, WY, WI, NM and NCEES

PROFESSIONAL QUALIFICATIONS

Will's experience in project management and design for new and renovated facilities is well suited to many types of projects. Many of his projects have been renovation projects which require a high amount of coordination and engineering to be maintained within budget. He has extensive experience in the educational market. Additionally, his experience includes: churches, restaurants, office buildings, retail stores, recreational facilities, post offices, banks, and assisted living and nursing. He has also worked with the Corps of Engineers, National Guard and US Army. Will was a past President of the Topeka Section of ASHRAE.

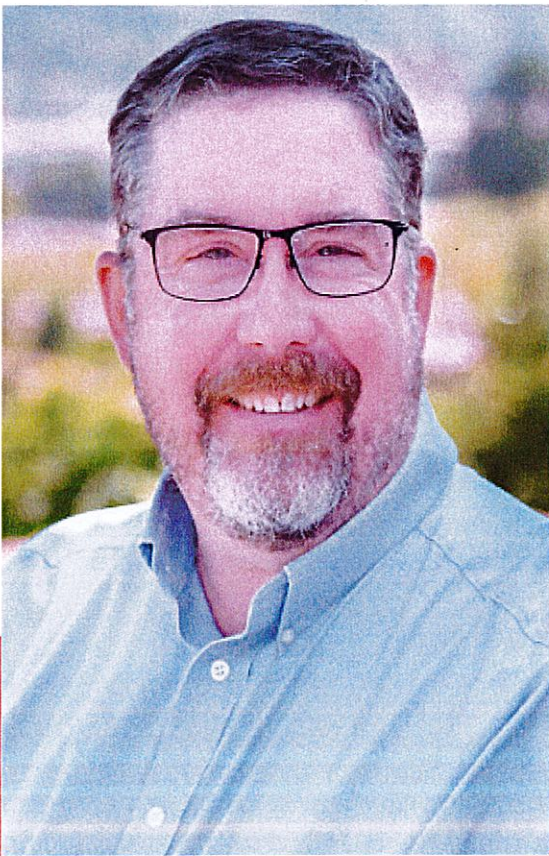
LEADERSHIP

As Principal of PKMR, other than project involvement, Will is responsible for the general engineering practices of the firm and quality control of PKMR. He also contributes to the business development of PKMR.

CAREER PROJECT EXPERIENCE

Following is a list of representative projects in which Will has provided project leadership throughout the course of his career:

Overland Park City Call Renovation; Overland Park, KS
Roeland Park City Hall Renovation; Roeland Park, KS
Oak Grove Civic Renovation; Oak Grove, MO
Odessa City Hall; Odessa, MO
Johnson County Wastewater Office; Shawnee, KS
Camdenton Community Center; Camdenton, MO
Maryville Community Center Addition; Maryville, MO
Oak Grove Civic Center Renovation; Oak Grove, MO
Young's Aquatic Center; Overland Park, KS
Leawood Aquatics Center; Leawood, KS
Jackson County Detention Center Expansion; Kansas City, MO
Independence Senior Center; Independence, MO
Shawnee Mission Schools - Over 100 projects; Shawnee Mission, KS
DeSoto High School Addition and Renovations; DeSoto, KS
DeSoto Schools Athletic Fields and Sports Complex; DeSoto / Lenexa, KS
Gardner Edgerton Advanced Technical Center; Gardner, KS
Wellsville School District Bond Improvements
Garmin International - Numerous Renovation Projects; Olathe, KS
KDOT; Numerous Projects; State of Kansas
United States Postal Service; Numerous Projects; Midwest United States



will.kent@pkmreng.com
d: 913.312.0160

PKMR ENGINEERS

11.12.25 Regular Meeting Pkt Page #45

Scope Narrative

Mechanical HVAC Upgrade

Mechanical Engineering & Design

- Professionally engineered plans & specifications stamped by a Kansas-licensed MEP engineer
 - Load calculations & plans as required for city permit

Assumptions

- Heating Setpoint
 - Occupied 75°F
 - Un-occupied 70°F
- Outside Air Conditions
 - ASHRAE Climate Zone A4 – Mixed Humid
 - Winter Dry Bulb 4.3°F
- Building Assumptions
 - Roof R-value R-21
 - Exterior R-value R-13

Mechanical Demolition

- Remove (1) steam boiler
- Remove (1) steam coil – AHU-1
- Remove all accessible above abandoned steam piping

Mechanical Installation

- Provide and Install (2) 95% + Hydronic Heating Boilers
- Hot Water System shall include:
 - Primary pumps – (1) for each boiler
 - Fully redundant secondary pumps w/ VFD
 - Heating coil for AHU-1
 - Horizontal hydronic unit heater to serve the mechanical room
 - New insulated schedule 40 black steel water piping as required
 - New OA intake & flue piping
- Factory Start-Up
- Certified Test and Balance

Electrical Installation

- Provide & Install power wiring to (2) boilers
- Provide & Install new, or extend existing power to new Pumps as required



Controls/Building Automation System – Base Bid

For more information on Distech Controls - <https://www.distech-controls.com/>

Supply and installation of Distech Controls - Direct Digital Control (DDC) system, control system is non-proprietary/open-protocol and web enabled. The Distech Controls system will provide the facility staff the flexibility to remotely manage the temperature and humidity setpoints, actual temperatures, and provide logging of temperature and humidity. The system shall be capable of providing warnings/alarms should a system malfunction/not maintain setpoint.

- Provide DDC Controls for the following equipment:
- (1) Boiler Plant
 - (2) Boilers & primary pumps
 - (2) Secondary pump VFDs
 - (1) AHU heating coil control valve
- Provide all low-voltage temperature control wiring to provide a complete system
- Provide design engineering and upgraded building graphics
- Unit and system alarming
- Provide connection support for external internet connectivity (Internet owner provided)
- Owner Training
- First Year Parts and Labor Warranty

Bid Amount

Total Gross Maximum Price.....\$174,860.00

Coordination

Upon award of the project, BCI Mechanical will work with OMA staff to develop a mutually agreed-upon construction schedule. As the building will remain occupied, we recognize the importance of a coordinated effort to minimize disruption to OMA operations while allowing construction progress.

We recognize that maintaining building conditions & occupant comfort throughout the construction process is imperative. While there will be brief interruptions in HVAC system operation, we have a construction implementation plan that will mitigate any substantial downtime & maintain comfort conditions throughout the duration of construction. As the replacement will likely occur 'off-season', there is little to no concern of comfort issues.

Cleanliness of work, protection of existing conditions, & organization of materials are also of utmost importance when working in a functioning facility. Our team is very accustomed to performing work in this type of environment. Customer service is a pillar of our business & a significant facet of our success.

Lead Times

CRITICAL EQUIPMENT LEAD TIMES

- Boilers: 4-6 weeks
- Pumps and Piping Specialties: 4-6 Weeks



References/Recent Projects

1. ADVENT HEALTH OTTAWA – DESIGN BUILD AIR-COOLED CHILLER REPLACEMENT

BCI Mechanical, Inc. completed a turnkey design-build upgrade of Advent Health Ottawa's chilled water plant, installing three new Trane air-cooled chillers in addition to reconfiguring the chilled water pumping loop, including new primary pumps and electrical infrastructure. The project improved system efficiency, redundancy, and reliability while utilizing the existing roof space and minimizing disruption to hospital operations. Existing pumps were reconfigured with variable frequency drives for secondary backup, and installation was carefully phased to maintain continuous cooling. The result is a modern, efficient, and flexible chilled water system designed for long-term performance.

Reference

Kendall Broers

Facility Operations

Advent Health Ottawa

Phone: (785) 241-0669

Email: Kendall.broers@adventhealth.com

2. EUDORA HIGH SCHOOL- CHILLERS AND COOLING TOWER

BCI Mechanical, Inc. completed multiple design-build HVAC projects across district facilities, providing high-efficiency boiler, chiller, and cooling tower solutions tailored to each school's needs. At the Elementary School, two 1 MBH Fulton Endura boilers were installed, while the Middle School received two 2 MBH Fulton Endura boilers and a 160-ton air-cooled chiller. The High School project included four 4 MBH Fulton Endura boilers to provide robust heating capacity. Additional upgrades included two Marley AV6805 cooling towers at the Elementary School and a 100-ton split air-cooled chiller at the Early Learning Center. Together, these projects modernized each campus' mechanical systems, enhancing comfort, reliability, and energy efficiency across the district. Reference pictures of the project are attached below.

Reference

Chuck James

Facility Operations

Eudora High School

Phone Number: (913)-908-0061

Email: chuckjames@eudoraschools.org



3. LAWRENCE USD 497 WOODLAWN USD 497

BCI Mechanical, Inc. installed two Lochinvar FBN 1251 boilers, providing a reliable and efficient heating solution tailored to the facility's needs. The project improved system performance and ensured long-term operational dependability with modern, high-efficiency equipment. Reference pictures of the project are attached below.

Reference

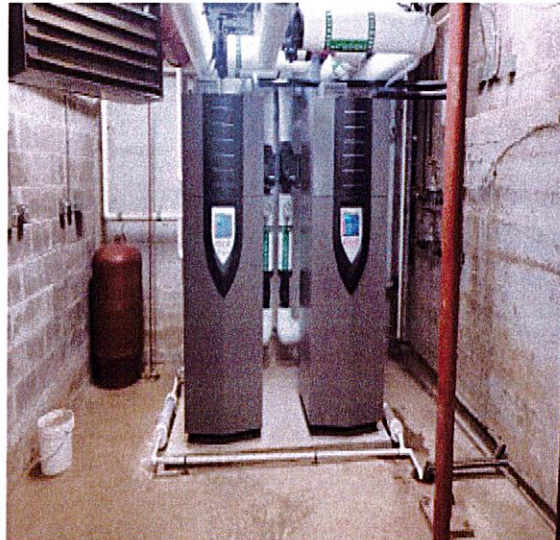
Tom Lauts

Maintenance & Construction Supervisor

USD 497 Schools

Phone Number: (785)-760-5166

Email: tlauts@usd497.org



4. DESOTO SCHOOLS – CHILLER REPLACEMENT

BCI Mechanical, Inc. replaced an existing 270-ton direct expansion system with two new 140-ton chillers in series, each equipped with a remote blade plate heat exchanger. The project included a complete renovation of the pump room and replacement of five chilled water coils in five air handlers. All work was executed simultaneously across two school facilities, ensuring upgraded cooling capacity, improved system efficiency, and enhanced reliability for both campuses

Reference**Matt Heinrich**

Principal

Smith and Boucher

Phone: (913)-418-7332

Email: mheinrich@smithboucher.com**5. TURNER 6TH GRADE CENTER – BOILER REPLACEMENT**

BCI Mechanical, Inc. provided and installed four new 200-gallon hot buffer tanks at the facility. Each tank is ASME-rated, pre-insulated, equipped with an automatic air vent, and includes a drain valve. Tanks were sized to fit through existing doorways, and all required piping modifications, insulation of new piping, and repairs to disturbed insulation were completed. Hoisting and installation were coordinated to ensure a safe and efficient process. The project includes a one-year parts and labor warranty on all materials and labor supplied by BCI Mechanical, Inc., ensuring reliable operation and long-term performance.

Reference**Chriss Crockett**

Facilities and Grounds Supervisor

Turner USD 202

Phone Number: (785)-250-4590

Email: Crockettc@turnerusd202.org**6. JOHNSON COUNTY SUNSET DRIVE OFFICE – BOILER REPLACEMENT**

BCI Mechanical, Inc. completed the replacement of three boilers with new Lochinvar 1250 MBH units. The installation required no new pumps and was facilitated by easy access to the existing mechanical space, allowing for a smooth and efficient installation. The project upgraded the facility's heating system, ensuring reliable performance, improved efficiency, and long-term operational flexibility. Reference pictures of this project are shown below.

Reference**Michael Roth**

Building Engineer

SDOB, JCDS, & Olathe DMV

Phone Number: (913)-731-4506

Email: Mike.roth@jocogov.org



7. KANSAS COMMERCE – AIR ROTATION UNITS

BCI Mechanical, Inc. provided a complete design-build solution for the office tenant improvement, installing three air rotation units with direct expansion coil remote condensing units located outdoors. Each air rotation unit includes gas heating, delivering reliable and efficient climate control. The project utilized conventional rooftop units to optimize performance, ensuring a fully integrated HVAC system for the office space.

Reference

Lance Stoddard

Operations

Jonkman Construction

Phone Number: (913)-222-9459

Email: lance@jonkmanconstruction.com

8. DESIGN BUILD & ASSISTANCE

BCI Mechanical, Inc. has provided comprehensive design and assistance services for multiple projects in partnership with PKMR, delivering turnkey mechanical and HVAC solutions tailored to each facility's needs. Our work has included system design, equipment selection, installation coordination, and operational optimization for chillers, boilers, air handling units, rooftop units, and related mechanical systems. Each project is executed with careful planning to minimize disruption, improve efficiency, and ensure long-term reliability. BCI Mechanical's design-build approach integrates engineering expertise, field experience, and close collaboration with PKMR and facility staff to deliver high-quality, customized solutions across a variety of building types and operational requirements.

Reference

Will Kent, PE

Pearson Kent McKinley Raaf Engineers LLC

Phone Number: (913)- 492-2400

Email: will.kent@pkmreng.com

9. BLUE VALLEY SCHOOL DISTRICT

Reference

Lawrence Saxton

Director Operations & Maintenance

Blue Valley School District

Phone Number: (913)- 620-6683

Email: LSaxton@bluevalleyk12.org

10. BANKING & BUSINESSES

Reference

Dan McCarville

Vice President of Sales

Elliott Insurance Group

Phone Number: (913)-904-2052

Email: dan@elliottinsurancegroup.com

Reference

Jim Lehman

Senior Vice President

Central Bank of the Midwest

A Division of The Central Trust Bank

Phone Number: (913)-963-7708

Fax: (913)-469-6442

Reference

Mary Nelson

Gardner Area Market President

Central Bank of the Midwest

A Division of The Central Trust Bank

Phone Number: (913)-206-4968

Fax: (913)-856-6693



Proof of Insurance



BCIMECH-01

BCRANDALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Robert E Miller Group 903 E 104th Street, Suite 800 Kansas City, MO 64131	CONTACT NAME PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1634 E-MAIL: certs@millercares.com ADDRESS
INSURED BCI Mechanical, Inc. 341 S. Poplar St Gardner, KS 66030	INSURER(S) AFFORDING COVERAGE INSURER A Depositors Insurance Company 42587 INSURER B AMCO Insurance Company 19100 INSURER C Waypoint Mutual (Formerly Midwest Builders Casualty) 13126 INSURER D Columbia Casualty Company 31127 INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER	X		ACP 3079059489	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X		ACP 3079059489	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$		X	ACP 3079059489	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000 ☒ PER STATUTE ☐ OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC100-0001055-2025A	1/1/2025	1/1/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabli			CEO 6080279278	1/1/2025	1/1/2026	\$1M Occ / \$2M Agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is an additional insured as respects to liability coverage, excluding Workers Compensation and Employers Liability, as required by written contract.							

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>MT Miller</i>
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ACORD 25 (2016/03)

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AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

BCI Mechanical, Inc.
341 S. Poplar Street
Gardner, KS 66030

SURETY:*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

OWNER:*(Name, legal status and address)*

City of Ottawa, KS
101 S. Hickory
Ottawa, KS 66067

BOND AMOUNT: Five Percent of Amount Bid (5%)**PROJECT:***(Name, location or address, and Project number, if any)*

Ottawa Memorial Auditorium Boiler Replacement 2025
301 S. Hickory St., Ottawa, KS 66067

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

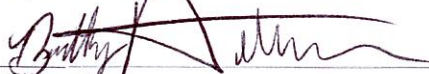
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2025

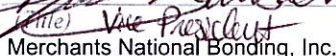

(Witness)

BCI Mechanical, Inc.

*(Principal)**(Seal)*


(Witness)

Adrienne Slaughter


Merchants National Bonding, Inc.

*(Surety)**(Seal)**(Title)*

Carolyn J. Johnson, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adrienne L Slaughter; Ashley Cordle; Carolyn J Johnson; Charles R Elliott; Colton Kueser; Daniel B McCarville; Darin Johnson; Jade Gardner;
Lanette Cutright; Maria Dressman; Melvin L Kueser; Siarra N Robles

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of October, 2025.



Atta B. Smith
Secretary





REQUEST FOR DESIGN-BUILD PROPOSALS

Ottawa Memorial Auditorium Boiler Replacement 2025

Issue Date: September 30, 2025

Responses must be received by: Tuesday, October 28, 2025, at 10:00 am local time

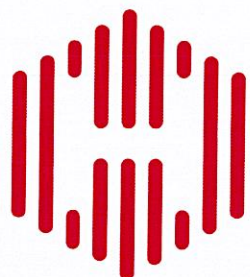
Questions regarding this RFP may be submitted in writing to:

Jarrold E. Mann, P.E.

Owner's Representative

BG Consultants, Inc.

Jarrod.mann@bgcons.com



Helm

Service

Ottawa Auditorium

Ottawa Auditorium Boiler

Proposed Project Agreement

Date:

10/27/2025

Proposal Number:

P17219

Prepared for:

Ottawa Auditorium
301 South Hickory Street
Ottawa, KS 66067

Prepared by:

Joe Henley
913-495-4356
jhenley@helmgroupp.com





PROJECT PROPOSAL

Company

Helm Service
7957 Bond Street
Lenexa, KS 66214
Ph: 913-495-4356

Proposal Date: 10/27/2025

Proposal Number: P17219

Bill To Identity

Ottawa Auditorium
301 South Hickory Street
Ottawa, KS 66067

Agreement Location

Ottawa Auditorium
301 South Hickory Street
Ottawa, KS 66067

RE: Ottawa Auditorium Boiler

Dear City Of Ottawa,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Company Overview

Helm Group is a diversified construction, engineering and specialty contracting firm founded in 1946 in Freeport, Illinois. Over the decades the company has grown from its original paving and road-work roots into a full-service organization offering mechanical, civil, plumbing, electrical, service/maintenance, design-build, virtual design & construction (VDC) and prefabrication solutions.

Headquartered in Freeport, IL, Helm serves a wide range of markets across the United States, with an emphasis on the Midwest region. The company is privately held and guided by a values-driven culture centered on its "People Building Value" motto.

Mission, Vision & Core Values

- **Mission:** Helm aims to deliver safe, high-quality, efficient results that build trust, value and lasting relationships with clients, partners and communities.
- **Vision / Culture:** The company emphasizes innovation, collaboration, integrity and continuous improvement. It places significant emphasis on the people and culture that underpin its operations.
- **Core Values:** Integrity, innovation, collaboration.

Services & Capabilities

Helm offers a broad spectrum of services across multiple disciplines:

- Mechanical systems (HVAC, piping, industrial process)
- Civil works (roads, bridges, site infrastructure, underground)
- Plumbing and electrical contracting
- Service and facility management (maintenance, ongoing operations)
- Design-build and VDC/prefabrication, enabling integrated planning and execution.



The company adopts a tailored project-delivery mindset, customizing solutions to client needs—from pre-construction and design through execution and maintenance.

Key Strengths & Competitive Advantages

- **Long-standing heritage:** Over 75 years of operation gives Helm strong institutional knowledge, deep regional relationships and a track record of delivery.
- **People-centric culture:** Recognized in 2025 as a “Top Workplace” by USA Today based on employee feedback—strong employee engagement, retention and culture.
- **Integrated services:** Ability to provide multiple disciplines under one roof (mechanical, civil, electrical, service) allows Helm to act as a single contractor/partner, reducing coordination risk for clients.
- **Focus on innovation and value:** Use of prefabrication, VDC and modern methods helps drive efficiency, quality and timeline performance.
- **Strong leadership and specialized divisions:** The leadership team has deep experience in areas such as industrial, healthcare, infrastructure and mission-critical systems.

Market Position & Growth Initiatives

Helm continues to broaden its presence and expand scope. For example:

- A renewed push into the chip-and-seal business segment (original paving roots) where Helm achieved ~50% growth year-over-year in recent years in a specific geographic region.
- Rebranding to consolidate all operating entities under the Helm name to better reflect the full breadth of services and scale of the company.

Key Challenges & Considerations

- Construction and contracting markets are subject to cyclicalities, labor supply constraints, material cost inflation and schedule volatility—areas that Helm must continue to manage.
- As Helm expands into larger and more complex markets, maintaining the culture, safety performance and consistent quality across geographies and divisions may become more challenging.
- Competition from large national contractors and specialty firms may pressure margins; Helm’s ability to differentiate through value, integrated services and culture is critical.

Outlook

With a strong foundation, people-first culture, diversified services and modern delivery approach, Helm is well-positioned to continue growth in sectors such as healthcare, infrastructure, industrial, and facility service/maintenance. The company’s commitments to innovation and workforce development strengthen its ability to respond to industry trends (e.g., prefabrication, digital/virtual design, off-site fabrication). Given its history and current trajectory, Helm is likely to keep expanding its service footprint, deepen engagements with clients and capture value across the project lifecycle—from design through service.

Ottawa Project Summary

Helm Service proposes to provide comprehensive mechanical contracting services for the removal and replacement of the existing steam boiler system with a modern, high-efficiency hot water heating system. This project is



designed to enhance energy efficiency, improve system reliability, and reduce operational costs while maintaining occupant comfort and seamless integration with the facility's existing control infrastructure.

The proposed solution includes replacing the existing steam boiler with two (2) 750,000 BTU high-efficiency, gas-fired, fully condensing boilers, installation of new heating water system pumps with redundancy, and conversion of the air handling and unit heater systems from steam to hot water. The scope also includes all associated piping, controls integration, and replacement of the existing domestic hot water tank with a tankless water heater.

Helm Group's experienced mechanical and controls teams will execute the work in accordance with all local codes, safety standards, and industry best practices, ensuring a reliable, maintainable, and energy-efficient system for long-term operation.

Scope of Work

1. Demolition and Removal

- Remove the existing steam boiler and all associated piping, fittings, and accessories.
- Remove exposed and accessible steam and condensate return piping in the **boiler room, basement kitchen, and basement meeting room**.
- Remove the **steam coil** in **Air Handling Unit AHU-1**.
- Remove the **steam unit heater UH-2** located in the boiler room.
- Remove the **abandoned steam unit heater UH-1** in the basement meeting room.
- Remove the existing domestic **hot water heater tank**.

2. Installation of New Boiler System

- Furnish and install **two (2) 750,000 BTU high-efficiency gas-fired fully condensing boilers**.
- Provide all necessary **venting, combustion air piping, gas piping, condensate neutralization, and drainage**.
- Install new **heating water supply and return piping** to serve connected equipment, including **AHU-1** and the **boiler room unit heater**.
- Provide **new system circulation pumps** with redundancy, isolation valves, check valves, and all required accessories.
- Flush, fill, and chemically treat the new hydronic system per manufacturer recommendations.

3. Air Handling Unit (AHU-1) Modifications

- Replace existing **steam coil** with a new **hot water heating coil** sized to match system design parameters.
- Connect the new coil to the new hydronic system with supply and return piping, including balancing valves, strainers, and control valves.

4. Unit Heater Replacements

- Replace **steam unit heater UH-2** in the boiler room with a new **electric or hot water unit heater**.
- Remove **abandoned UH-1** in the basement meeting room; no replacement required.

5. Domestic Hot Water System

- Furnish and install a new **tankless hot water heater** to replace the existing storage tank.
- Connect all domestic water piping, venting, and power per manufacturer's requirements.



6. Controls Integration

- Provide **new Direct Digital Controls (DDC)** for all new equipment, including boilers, pumps, and heating coils.
- Modify existing controls as required for all modified systems.
- Integrate all new controls into the existing **Distech control system** for full monitoring and control functionality.
- Provide programming, commissioning, and owner training upon completion.

7. Testing, Commissioning, and Turnover

- Perform operational testing and commissioning of the complete heating water system.
- Verify proper sequencing of operation through the Distech control interface.
- Provide training for owner's maintenance staff on operation and maintenance procedures.
- Deliver all as-built documentation, O&M manuals, and equipment warranties.

Project Deliverables

- Complete design-build installation per specifications.
- Start-up and commissioning reports.
- Controls integration and programming documentation.
- Equipment and warranty documentation.
- Owner training session.

Assumptions & Exclusions

- Electrical power to new equipment by others unless otherwise noted.
- Structural modifications (if required) by others.
- Work to be performed during normal working hours unless otherwise specified.
- Permits and inspections will be coordinated with local authorities.

Conclusion

Helm Service is committed to delivering a high-quality, energy-efficient heating solution that ensures optimal performance, reliability, and integration with existing systems. Our team brings extensive experience in mechanical system retrofits and control upgrades, providing a seamless transition from steam to hot water operation with minimal disruption to facility operations.

Investment for Above.....\$150,000.00

Boiler(s) & Exhaust Flue Piping + Piping Material- \$83,820

AHU Hot Water Coil- \$8,550

New Tankless Hot Water Heater- \$1,800

Hydronic Unit Heater- \$1,000

Labor- \$54,830



Clarifications:

- **Tariff Alert:** The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Helm Service reserves the right to adjust the pricing of the affected goods to reflect the increased costs. Helm Service is not obligated to deliver the goods and/or services until an agreement on the new price has been reached. Upon customer approval, Helm will verify with suppliers if any price increases have occurred and if so, will notify customer to review required price adjustment prior to order.
- Helm Service is not responsible for delays in equipment/material deliveries due to supply chain issues. With current environment, pricing is subject to change pending any equipment cost increases.
- Due to new A2L refrigerant regulations, 410-A Equipment will be discontinued after the first of the year.
- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- Helm Shall properly dispose of all debris created by the above noted repairs.
- If additional problems are found, another proposal will be offered to address anything additional.
- This proposal, scope, and price is the proprietary property of Helm Service and is for our client's use only, as it is to be utilized for the agreement evaluation. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.

Exclusions:

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Temporary HVAC equipment or rental equipment.
- Permits, Inspection fees of any kind.
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Electrical work of any kind, starters, disconnects, VFD's wire, conduit, breakers, fuses, etc. Unless noted above.
- Roofing, cutting, patching, flashing, painting.
- Structural building/walls; cutting, patching, and coring.
- All work associated with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Additional ventilation requirements/revisions that may be required due to A2L refrigerants.
- **Utility Services:** We assume the existing utilities (gas, electrical, water) serving the facility are properly sized to handle the current building loads. If it is determined service upgrades are necessary to facilitate current or future loads, additional costs may apply through your utility provider and/or Helm.
- Payment and performance bonds.
- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior to start of job.

Thank you for the opportunity. We look forward to working with you.



Joe Henley
Project Manager | Helm
Service
913-495-4356 **cell**
jhenley@helmgroupp.com

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)
Joe Henley

Name (Print/ Type)
913-495-4356

Phone
10/27/2025 P17219

Date Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#



**HELM SERVICE
PROJECT - TERMS AND CONDITIONS**

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.

2. Title to the materials and equipment shall remain with Helm Service until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment.

3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract.

5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.

6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.

7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.

8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

9. In the event either party must commence a legal action to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.

10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Helm Service the price in full.

11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.

12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.

QUALIFICATIONS

Helm Group Overview

Helm Group was established in 1968 when it began as a family-owned specialty contractor. It has since grown to be one of the nation's premier mechanical and service contractors with over 800 employees. We currently have offices in Lenexa, KS, Freeport, IL., Aurora and Westmont, IL., Peoria, IL., Omaha, NE., and Waukesha, WI.

Why Helm Group?

Technical Solutions

The capability to provide expert HVAC systems solutions over all styles of systems.

Depth of Manpower

Our resources give us the ability to successfully manage and complete any size projects on tight schedules.

57 Years of Experience

In business since 1968, our experience prepares us for any situation. The people at Helm Group are facility experts.

Financial Strength and Stability

We have an aggregate bonding capacity of \$200 million and a \$75 million single-project capacity.

Turnkey Project Solutions

Helm Group has the capability to manage and provide solutions from start to finish. We are your one-call service provider.

Philosophy

Commitment to Quality

At Helm Group, it is a matter of personal and professional pride, a value we hold in the highest regard. We stake our reputation on it each day with every project we undertake. Our company and our customers expect nothing less.

SERVICE CAPABILITIES OVERVIEW

Helm Group specializes in work that requires highly technical expertise, some of our core commercial and industrial customer markets include hospitals, data centers, research/educational institutions and manufacturing plants.

The following is a list Helm Group's extensive trades and services:

Construction	General Service	Fabrication	Building Solutions	Energy Solutions
• Piping • Sheet Metal • Plumbing • Design-Build • Preconstruction • Sustainability	• Preventive Maintenance • Facility Maintenance • HVAC • Plumbing • Refrigeration • Electrical • MSCA Star	• Welded & Groove Pipe • Plumbing Assembly • Sheet Metal	• Commissioning • Retro-Cx • PM Validation • Test & Balance • Critical Room Validation • Life Safety • Controls	• Benchmarking • Energy Audits • Measurement & Verification • Design Engineering

QUALIFICATIONS

Our technicians have received diverse manufacturer training on equipment components and systems. Some of these manufacturers include:

- ABB
- Fulton Boiler
- Multi-Stack
- York
- Lennox
- APC
- Weishaupt Burners
- Patterson-Kelly
- Automated Logic
- Taco
- Carrier
- Johnson Controls
- Trane
- Siemens
- Armstrong
- Cutler Hammer
- Liebert
- Turbocor®
- Marley
- Greenheck

In addition to expansive training, Helm Group follows recognized industry guidelines and standards in the work we execute. We take pride in our membership with organizations such as ASHRAE, ASHE, BOMA, MSCA, NEBB.

MSCA STAR AND GREEN STAR QUALIFIED

MSCA STAR Qualification. The MSCA STAR is a national program recognizing the industry best for meeting the absolute highest standards.

MSCA Star Contractor Commitments

- Assures unsurpassed quality service and expertise for all your buildings' systems.
- Reduction in operating costs.
- Improvements in operating efficiencies.
- Proactive planning strategies to prolong life and efficiency of all equipment.

Helm Group has also received an exclusive designation by becoming a **MSCA Green Star** contractor for demonstrating environmental responsibility and committing sustainable practices including:

- Promote sustainability throughout the organization.
- Possess the skills and expertise to deliver energy-efficient and cost-effective solutions.
- Ensure customer satisfaction by implementing sustainable mechanical service practices.
- Understand the latest in HVAC green technologies, including equipment upgrade and energy-efficient issues.

CUSTOMER REFERENCES

Corvell Weatherspoon	Executive Hills Management – Various Projects in or around 25k- 500K	cwesterspoon@ehi3.com 913-915-5546
Jim Munda	Amcor Corp.- Piping projects and Tower replacements – 500k	Jim.munda@amcor.com 785-838-8526
Kevin Tyree	Community America Credit Union- Large RTU project- 1 million	ktyree@cacu.com 816-874-4216
Matthew Simmons	WSP Via HCA – Air Handler replacements projects – 1.4 million	Matthew.simmons1@wsp.com 816-702-4297



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler Matt Murray 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER C: Trisura Insurance Company</td> <td>22225</td> </tr> <tr> <td>INSURER D: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: Indian Harbor Insurance Company	36940	INSURER C: Trisura Insurance Company	22225	INSURER D: The Travelers Indemnity Company of Connecticut	25682	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Mechanical, Inc. dba Helm Mechanical/Helm Service 2279 Yellow Creek Road Freeport IL 61032	HELGRO1														

COVERAGES

CERTIFICATE NUMBER: 869772641

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:		VTJ-EXGL-132J2474-TIL-24	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		VTC2J-CAP-132J2486-TIL-24	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-4S965468-24-25	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	UB-8Y098614-24-25-R UB-8Y097181-24-25-D VTWXJ-UB-1C030050-TIL-24	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B C	Pollution Professional Cyber		CEO742117703 CEO742117703 AB-6666930-03	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	Per Claim Limit 5,000,000 Per Claim Limit 5,000,000 Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item: XI.E

**City of Ottawa
City Commission Meeting
November 12, 2025**

TO: Honorable City Commission
SUBJECT: Review of 2026 Community Partner Funding Agreements
INITIATED BY: City Attorney Finch
AGENDA: New Business

Recommendation: Review the attached 2026 Community Partner Funding Agreements and provide any recommended revisions or comments prior to final approval and execution.

Background: Each year, the City of Ottawa enters into formal funding agreements with designated community partner organizations that provide essential services or economic and community development activities benefiting City residents. The 2026 agreements reflect allocations approved during the 2026 budget process, as outlined in the Community Service Fund portion of the adopted budget.

These agreements define service expectations, reporting requirements, funding disbursement procedures, and compliance obligations for each partner organization. Updates to the 2026 versions include updated funding amounts aligned with the adopted budget.

Analysis: The following draft agreements are included for City Commission review:

- Franklin County Development Council (FCDC) – \$67,594 for economic development services jointly funded with Franklin County.
- Elizabeth Layton Center (ELC) – \$7,807 for behavioral health and crisis response services.

- Ottawa Main Street Association (OMSA) – \$47,000 for downtown economic development and business retention activities.
- Prairie Paws Animal Shelter (PPAS) – \$63,430 for animal control, licensing, and shelter services.

The Commission's review will ensure that the scope of services, financial provisions, and accountability measures align with Commission expectations and the adopted 2026 funding levels.

Financial Considerations: Funding for these agreements is provided through the Community Service Fund (011) as approved in the City's 2026 Budget. All payments will be made in equal monthly installments, subject to compliance with reporting and performance requirements.

Legal Considerations: All agreements have been prepared using the City's standard format and are subject to final legal review prior to execution. Commission feedback will guide any revisions before presentation for formal approval.

Recommendation/Action: Review the attached draft 2026 Community Partner Funding Agreements and provide comments or requested changes. Staff will incorporate revisions and return the final agreements for Commission approval at a subsequent meeting.

Attachments: XI.E.1 FCDC Draft Funding Agreement

XI.E.2 ELC Draft Funding Agreement

XI.E.3 OMSA Draft Funding Agreement

XI.E.4 PPAS Draft Funding Agreement

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is entered into by and between Franklin County, Kansas, hereinafter called “County,” the City of Ottawa, Kansas, hereinafter called “City,” and the Franklin County Development Council, hereinafter called “FCDC,” for the calendar year 2026.

PURPOSE: The City and County agree that in the interest of expanding the economic base of both the City of Ottawa and Franklin County, Kansas, they wish to employ the Franklin County Development Council; a third-party entity, to conduct the following economic development activities in their interest:

- a. Coordinate community resources to aid in the retention and expansion of existing industrial and commercial businesses in Franklin County.
- b. Actively recruit new industrial and commercial businesses to Franklin County and the City of Ottawa.
- c. Guide the development of commercial and industrial property within the County and City’s jurisdiction.
- d. Serve as an advisor to the County and City for their roles in economic development activity.
- e. Serve as a conduit for relevant economic data to the County, City and FCDC development partners.
- f. Participate, along with other County and City based organizations to promote retail and housing growth in the Franklin County region.
- g. Participate, along with other City and County organizations to conduct internal and external marketing campaigns for Franklin County and the City of Ottawa.
- h. Conduct other community development activities within Franklin County as appropriate.

ADDITIONAL RESPONSIBILITIES: The following additional duties are required by the County and City as a mechanism for maintaining a funding relationship with FCDC for economic development services:

- a. Provide reporting and tracking of FCDC’s activities consisting of the following:
 - 1.) Provide monthly electronic fiscal and activity reports to the County and City Commissions.
 - 2.) Provide a quarterly verbal report to the County and City Commissions including financial and activity summaries.
- b. Assist the County in the preparation and submittal of the Franklin County Strategic Plan as required.
- c. Conduct an annual planning session which shall include participation by appropriate County and City leadership.
- d. Conduct an annual financial review or audit that shall be submitted to the County and City Commissions. If FCDC does not conduct an annual financial audit in place of a financial review, it shall conduct a financial audit every three years which shall also be submitted to the County and City.
- e. Prepare and submit a detailed annual budget for the following fiscal year to the County and City before May 1st, 2026. This budget shall include line item comparisons for revenues and expenditures for the two preceding fiscal years.

TERM: The term of this agreement shall be from January 1, 2026 to December 31, 2026 and may be extended for additional annual terms upon mutual written consent by the parties hereto.

FUNDING: The County and City agree to pay \$67,594 per entity, annually, in equal monthly installments for economic and community development services as described above, provided that FCDC agrees that any annual surplus at the end of the fiscal year will be transferred to the reserve account of FCDC. The funds would be available in future years if needed for operational expenses related to economic development projects. Projects may include, but are not limited to: incentive funding, land acquisition or other projects required to meet the economic development goals of the organization.

TERMINATION OF AGREEMENT AND RIGHT TO REMEDY: If the City or County desires to terminate this Agreement that entity must first give FCDC 60 day’s written notice. This notice shall include the specific reasons why said entity desires to terminate this Agreement. FCDC shall have 30 days from the date it receives this notice to remedy any and all concerns brought forth by the entity desiring termination. If the concerns brought forth are not adequately remedied

by FCDC and either the City or County choose to terminate this Agreement, that entity, in addition to discontinuing the funding called for under this Agreement, shall have the right to be repaid any funds remaining in FCDC accounts, including any reserve contributions, based on a pro-rated portion of those funds paid into the FCDC accounts during the fiscal year only.

CONFIDENTIALITY: All parties involved in this agreement understand and agree that information related to economic development activity is of a sensitive nature and should be treated with confidentiality where appropriate. All parties also agree that any confidential information discussed regarding economic development activity shall not be used for any personal or professional profit.

AMENDMENTS AND ADDENDUMS: This Agreement may be amended at any time upon mutual written agreement by all parties. The parties may also agree to contract for the provision of additional services such as marketing or grant writing as an addendum to this Agreement. Such additional agreements shall be in writing and appended to this document.

RELATIONSHIP: It is understood and agreed that FCDC, its officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers, agents or employees of the City or County and that FCDC has no authority to bind the City or the County.

INDEMNIFICATION AND HOLD HARMLESS: FCDC agrees, as an independent contractor, to indemnify and hold harmless the County and City from any and all claims arising out of FCDC's or its agent(s) activities in the performance of this Agreement.

NOTICE: When any provision of this agreement requires a written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:

FCDC
Attn: FCDC President
PO Box 580
Ottawa, KS 66067
(785) 242-1000

City of Ottawa
Attn: City Manager
101 S. Hickory
Ottawa, KS 66067
(758) 229-3637

Franklin County
Attn: County Administrator
315 S. Main St.
Ottawa, KS 66067
(785) 229-3485

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with applicable nondiscrimination provisions.

NOW, THEREFORE, the parties to this Agreement bind themselves, their heirs, successors and assigns to the performance of the terms set forth above and affix their signatures below:

City of Ottawa, Kansas

Franklin County, Kansas

Franklin County Development Council

Mayor

Chairperson

Chairperson

Date: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Attest: _____

FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between City of Ottawa, Kansas, hereinafter called “City,” and the Elizabeth Layton Center, Inc. hereinafter called “ELC,” for the calendar year 2026.

BACKGROUND: The City and ELC agree, that in the interest of providing quality and effective mental health services to the residents of the City of Ottawa they wish to contract with ELC; a third-party entity, to help provide the following services:

- a. Provide timely, effective and comprehensive behavioral health services to the residents of Franklin County.
- b. Assist the residents of Franklin County to improve quality of life and mental health recovery.
- c. Work cooperatively with other community organizations to accomplish the shared goals of improving mental health, treating mental illness, and helping people live healthy and productive lives.
- d. Serve as a partner in the Franklin County Crisis Intervention Team, assisting city law enforcement on behalf of those facing mental health crises.

ADDITIONAL RESPONSIBILITIES: The following additional duties are required by the City as a mechanism for maintaining a funding relationship with ELC for the above services:

- a. Provide a verbal report of organizational activity and/or financials to the City Commission upon request.
- b. Conduct an annual financial review or audit that shall be made available to the City Commission upon request. If a financial review is completed in lieu of an audit, it shall be performed by an independent CPA.

TERM: The term of this agreement shall be from January 1, 2026 to December 31, 2026 and may be extended for additional annual terms upon mutual written consent by the parties hereto.

FUNDING: The City agrees to pay \$7,807 annually in equal monthly installments for the services as described above per the following conditions:

- a. The City retains the authority to withhold monthly payments with 30 days’ written notice to ELC. Prior to withholding any funds, the City shall notify the director of ELC and the president of the board of trustees in writing of the concerns regarding such withholding and allow the ELC Board 30 days to address and remedy any violation of this agreement that would disqualify their receipt of continued funding.
- b. Should the City choose to discontinue funding before the completion of this contract term, it shall have the right to be repaid any City funds remaining in ELC accounts, including any reserve contributions, based on a pro-rated portion of those funds paid into the ELC accounts during that fiscal year only.
- c. All funds paid by the City must be used for providing the above services within the boundaries of Franklin County, Kansas.

CONFIDENTIALITY: All parties involved in this agreement understand and agree that information related to the provision of medical services is of a sensitive nature and should be treated with confidentiality where required and appropriate. All parties also agree that any confidential information discussed regarding the above services shall not be used for any personal or professional profit.

AMENDMENTS AND ADDENDUMS: This Agreement may be amended at any time upon mutual written agreement by all parties. The parties may also agree to contract for the provision of additional services as an addendum to this Agreement. Such additional agreements shall be in writing and appended to this document.

RELATIONSHIP: It is understood and agreed that ELC, its officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers, agents or employees of the City and that ELC has no authority to bind the City.

INDEMNIFICATION AND HOLD HARMLESS: ELC agrees, as an independent contractor, to indemnify and hold harmless the City from any and all claims arising out of ELC's or its agent(s) activities in the performance of this Agreement.

NOTICE: When any provision of this agreement requires a written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:

City of Ottawa
Attn: City Manager
101 S. Hickory
Ottawa, KS 66067
(785) 229-3637

ELC
Attn: Director
2537 Eisenhower Rd
PO Box 677
Ottawa, KS 66067
(785) 242-3780

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas. The parties shall abide by all federal, state and local laws of the State of Kansas. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with applicable nondiscrimination provisions.

NOW, THEREFORE, the parties to this Agreement bind themselves, their heirs, successors and assigns to the performance of the terms set forth above and affix their signatures below:

City of Ottawa, Kansas

Elizabeth Layton Center, Inc.

Mayor

Director

Date: _____

Date: _____

Attest: _____

Attest: _____

FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between City of Ottawa, Kansas, hereinafter called “City,” and the Ottawa Main Street, Inc., D/B/A Ottawa Main Street Association, hereinafter called “OMSA,” for the calendar year 2026.

BACKGROUND: The City and OMSA agree, that in the interest of expanding the economic base of the Main Street district in the City of Ottawa they wish to contract with the Ottawa Main Street, Inc., D/B/A Ottawa Main Street Association; a third-party entity, to conduct the following development activities in their interest:

- a. Coordinate community resources to aid in the retention and expansion of existing commercial businesses and residential development in downtown Ottawa.
- b. Carry out development activities in harmony with the four key areas identified by the National Main Street Association: Economic Vitality, Design, Promotion, and Organization.
- c. Work cooperatively with other community organizations to accomplish the shared goals of increasing business, jobs and economic prosperity for the Ottawa community.
- d. Serve as an advisor to the City for its role in downtown development activity.
- e. Serve as a conduit for relevant economic data to the City and its development partners.
- f. Participate, along with other community organizations to conduct internal and external marketing campaigns for downtown Ottawa.
- g. Conduct other community development activities within the City as appropriate.

ADDITIONAL RESPONSIBILITIES: The following additional duties are required by the City as a mechanism for maintaining a funding relationship with OMSA for development services:

- a. Provide reporting and tracking of OMSA’s activities consisting of the following:
 - 1.) Provide monthly electronic fiscal and activity reports to the City Commission, submitted by the 10th of each month
 - 2.) Provide an annual list of active members, in conjunction with the annual budget submission.
 - 3.) Provide a quarterly verbal report to the City Commission including financial and activity summaries.
- b. Conduct an annual planning session which shall include participation by appropriate City leadership.
- c. Conduct an annual financial review or audit that shall be submitted to the City Commission by June 15, 2026. If a financial review is completed in lieu of an audit, it shall be performed by an independent CPA.
- d. Prepare and submit a detailed annual budget for the following fiscal year to the City before May 1st, 2026. This budget shall include line item comparisons for revenues and expenditures for the two preceding fiscal years.
- e. Actively participate in discussions regarding ways to improve efficiency by partnering with other community organizations—CVB, FCDC, Chamber, etc.--and explore ways to reduce duplication of services.

TERM: The term of this agreement shall be from January 1, 2026 to December 31, 2026 and may be extended for additional terms upon mutual written consent by the parties hereto.

FUNDING: The City agrees to pay \$47,000 for the term of this agreement in equal monthly installments for economic and community development services as described above per the following conditions:

- a. The City retains the authority to withhold monthly payments with 30 days’ written notice to OMSA. Prior to withholding any funds, the City shall notify both the director and President of the Board of OMSA in writing of the concerns leading to such withholding and allow the OMSA Board 30 days to address and remedy any violation of this agreement that would disqualify their receipt of continued funding.

- b. Should the City choose to discontinue funding before the completion of this contract term, it shall have the right to be repaid any City funds remaining in OMSA accounts, including any reserve contributions, based on a pro-rated portion of those funds paid into the OMSA accounts during that fiscal year only.

CONFIDENTIALITY: All parties involved in this agreement understand and agree that information related to economic development activity is of a sensitive nature and should be treated with confidentiality where appropriate. All parties also agree that any confidential information discussed regarding development activity shall not be used for any personal or professional profit.

AMENDMENTS AND ADDENDUMS: This Agreement may be amended at any time upon mutual written agreement by all parties. The parties may also agree to contract for the provision of additional services such as marketing or grant writing as an addendum to this Agreement. Such additional agreements shall be in writing and appended to this document.

RELATIONSHIP: It is understood and agreed that OMSA, its officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers, agents or employees of the City and that OMSA has no authority to bind the City.

OUTSIDE CONTRACTS: Nothing in this Agreement shall prohibit OMSA or its director from contracting with other community groups to provide cooperative services. OMSA shall keep all funds from such activities separate in its budget and financial reports to the City shall transparently detail how City funds are utilized during the year. Further, OMSA expressly agrees that such activities shall not impair its duties under this Agreement and in no way shall cause liability for the City.

INDEMNIFICATION AND HOLD HARMLESS: OMSA agrees, as an independent contractor, to indemnify and hold harmless the City from any and all claims arising out of OMSA's or its agent(s) activities in the performance of this Agreement or any other activity.

NOTICE: When any provision of this agreement requires a written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:

OMSA

Attn: Director and/or President of the Board
P.O. Box 1061
Ottawa, KS 66067
(785) 242-1000

City of Ottawa

Attn: City Manager
101 S. Hickory
Ottawa, KS 66067
(758) 229-3637

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with applicable nondiscrimination provisions.

NOW, THEREFORE, the parties to this Agreement bind themselves, their heirs, successors and assigns to the performance of the terms set forth above and affix their signatures below:

City of Ottawa, Kansas

Ottawa Main Street, Inc.

Mayor

Chairperson

Date:_____

Date:_____

Attest: _____

Attest: _____

FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between City of Ottawa, Kansas, hereinafter called “City,” and the Prairie Paws Animal Shelter, Inc. hereinafter called “PPAS,” for the calendar year 2026.

BACKGROUND: The City and PPAS agree, that in the interest of providing effective stray animal housing and animal licensing services to the residents of the City of Ottawa they wish to contract with PPAS; a third-party entity, to help provide the following services:

- a. Provide timely and effective housing for stray animals picked up by the Ottawa Police Department or brought in by Ottawa citizens.
- b. Provide humane care and treatment of such animals, including food, water, shelter, and necessary veterinary care during the 3-day open hold period.
- c. Work to provide temporary housing and marketing to insure adoption of these animals after the hold period.
- d. Provide dog licenses to residents of the City of Ottawa pursuant to city code.
- e. Serve as an advisor to the City regarding animal health issues.

ADDITIONAL RESPONSIBILITIES: The following additional duties are required by the City as a mechanism for maintaining a funding relationship with PPAS for the above services:

- a. Provide reporting and tracking of PPAS’s activities consisting of the following:
 - 1.) Provide monthly electronic fiscal and activity reports to the City Commission.
 - 2.) Provide a quarterly verbal report to the City Commission including financial and activity summaries.
- b. Conduct an annual planning session which shall include participation by appropriate City leadership.
- c. Conduct an annual financial review or audit that shall be submitted to the City Commission. If a financial review is completed in lieu of an audit, it shall be performed by an independent CPA.
- d. Prepare and submit a detailed annual budget for the following fiscal year to the City before May 1st, 2026. This budget shall include line item comparisons for revenues and expenditures for the two preceding fiscal years.

TERM: The term of this agreement shall be from January 1, 2026 to December 31, 2026 and may be extended for additional annual terms upon mutual written consent by the parties hereto.

FUNDING: The City agrees to pay \$63,430 annually in equal monthly installments for the services as described above per the following conditions:

- a. The City retains the authority to withhold monthly payments with 30 days’ written notice to PPAS. Prior to withholding any funds, the City shall notify the director of PPAS and the president of the board of trustees in writing of the concerns regarding such withholding and allow the PPAS Board 30 days to address and remedy any violation of this agreement that would disqualify their receipt of continued funding.
- b. Should the City choose to discontinue funding before the completion of this contract term, it shall have the right to be repaid any City funds remaining in PPAS accounts, including any reserve contributions, based on a pro-rated portion of those funds paid into the PPAS accounts during that fiscal year only.
- c. All funds paid by the city must be used for providing the above services within the boundaries of Franklin County, Kansas.

AMENDMENTS AND ADDENDUMS: This Agreement may be amended at any time upon mutual written agreement by all parties. The parties may also agree to contract for the provision of additional services as an addendum to this Agreement. Such additional agreements shall be in writing and appended to this document.

RELATIONSHIP: It is understood and agreed that PPAS, its officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers, agents or employees of the City and that PPAS has no authority to bind the City.

INDEMNIFICATION AND HOLD HARMLESS: PPAS agrees, as an independent contractor, to indemnify and hold harmless the City from any and all claims arising out of PPAS's or its agent(s) activities in the performance of this Agreement.

NOTICE: When any provision of this agreement requires a written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:

City of Ottawa
Attn: City Manager
101 S. Hickory
Ottawa, KS 66067
(758) 229-3637

PPAS
Attn: Director
3173 Highway K68
Ottawa, KS 66067
(785) 242-2967

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with applicable nondiscrimination provisions.

NOW, THEREFORE, the parties to this Agreement bind themselves, their heirs, successors and assigns to the performance of the terms set forth above and affix their signatures below:

City of Ottawa, Kansas

Prairie Paws Animal Shelter, Inc.

Mayor

Chairperson

Date: _____

Date: _____

Attest: _____

Attest: _____