

# OSAGE CITY COUNCIL

Regular Meeting  
February 24, 2026  
7:00 p.m.

City Council Chambers – 221 S. 5<sup>th</sup>- Osage City, Ks

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

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

**Meeting ID:** 294 718 263 301

**Passcode:** UT9sw62f

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

**Phone Conference ID:** 352 887 245#

## I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors



## II. Consent Agenda

1. Approval of February 10, 2026 Regular Meeting Minutes

## III. Business Before the Council

1. Approval of a change order for the library (Action Required)—Brett Waggoner Grant Specialist with Governmental Assistance Services
2. Approval of the Connecting Link Agreement between the City of Osage City and Osage County (Action Required)—Katie Hodge, City Manager
3. Approval of the purchase of a 2023 Dodge Durango for the Police Department (Action Required)—Tom Harm,
4. Review and approval of Airport/9<sup>th</sup> Street Cemetery/South end of City Lake Mowing bid(s) (Action Required)—Donnie Bailey, Parks & Facilities Superintendent
5. Review and approval of American & Union Cemetery Mowing bid(s) (Action Required)—Donnie Bailey, Parks & Facilities Superintendent
6. Approval of Craig Croucher as Director-2 for the Kansas Municipal Energy Agency Board of Directors (Action Required)—Dale Schwieger, Utilities Director
7. Approval of the NLC Service Line Warranty (Action Required)—Katie Hodge, City Manager

## IV. Adjournment

Next Ordinance # 1711

Next Resolution # 1150

Next Charter Ordinance # 20



**CITY OF OSAGE CITY**  
**COUNCIL MEETING**  
**February 10, 2026**

**ROLL CALL:** Now on this 10th day of February 2026, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City. The following members being present and participating to wit:

Mayor: Brian Stromgren.

Council Members: Kathy Ayers, Mike Gilliland, Mike Handly, Cathryn Houghton, Joe Ryan, Susan Smith, Jeff Tice, and Ryan Trego.

City Staff present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Dale Schwieger, Utilities Director; Amy Woodward, City Clerk. Excused: Sadie Boos, City Treasurer.

**APPROVAL OF THE AGENDA:**

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

**RECOGNITION OF VISITORS:** Rod Willis, Star Block Representative

**APPROVAL OF THE CONSENT AGENDA:**

1. Approval of January 26, 2026, Regular Meeting Minutes
2. Approval of Craig Venters to join the Parks & Recreation Advisory Board

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

**BUSINESS BEFORE THE COUNCIL:**

1. **Approval of Resolution No. 1149, Utility Account Write-off – Kaite Hodge, City Manager**

This is typically an annual resolution in which we write-off accounts that are uncollectable.

*Motion made by Tice, second by Ayers, to approve Resolution No. 1149, canceling the listed outstanding utility accounts and directing them to be removed from the City Clerk's records as collectible accounts. The motion was declared carried (8-0).*

**2. Approval of Letter Requesting a time extension for the Star Block building project – Katie Hodge, City Manager**

Due to unforeseen issues during interior construction, the completion of the retail spaces is delayed. The anticipated timeline for opening has been adjusted, resulting in the request of a four-month extension.

*Motion made by Houghton, second by Tice to authorize the mayor to execute the request for a four-month extension related to the Star Block Building Commercial Rehabilitation Project by signing the extension request letter. The motion was declared carried (8-0).*

**3. Approval of the final loan agreement for Sanitary Sewer Project No. C20 3084 01 – Katie Hodge, City Manager**

This loan agreement amendment pertains to the final loan for the recently completed East Area Sewer Project, also known as Project No. C20-3084-01.

*Motion made by J. Ryan, second by Tice to authorize the mayor to execute and sign Amendment No. 1 to the Kansas Department of Health and Environment Loan Agreement for Project No. C20-3084-01. The motion was declared carried (8-0).*

**4. Approval of the Build Kansas Matching Grant Agreement – Katie Hodge, City Manager**

This grant agreement provides Build Kansas funds, which are intended to serve as matching funds for other grants awarded for the Airport Lighting and Runway Rehab Project scheduled to begin later in 2026.

*Motion made by Ayers, second by Tice to authorize the mayor to execute and sign the Build Kansas Matching Grant Agreement with the State of Kansas in the amount of \$25,350.00. The motion was declared carried (8-0).*

**5. Approval of CCLIP Resurfacing Project – Katie Hodge, City Manager**

This agreement is a KDOT Local Partnership Agreement under which the State will participate in 95% of the construction and engineering costs, with the city responsible for the remaining 5%. The project consists of resurfacing Market Street from 4<sup>th</sup> Street to 7<sup>th</sup> Street.

*Motion made by J. Ryan, second by R. Trego to authorize the mayor to execute and sign the City Connecting Link Improvement Program (CCLIP) Resurfacing Agreement with the Secretary of Transportation/Kansas Department of Transportation to participate in the cost of the project by using state and local funds. The motion was declared carried (8-0).*

**6. Signage and more lighting for the Golf Course – Joe Ryan, Council Member**

Council member, J. Ryan discussed his desire to beautify Osage City. He would like to start with the Golf Course, including having the City maintain S. 4<sup>th</sup> Street, add Lighting along the route, add parking on the Golf Course property, adding signage, and have City Staff clean up the brush in the area to make it more inviting.

*Motion made by J. Ryan, second by Houghton, to have City Staff investigate the feasibility of adding signage, cleaning up the brush, and adding lighting to the Golf Course entrance and bring a proposal back to the Council. The motion was declared carried (8-0).*

**7. Mayor’s Summit Reminder (Information) – Katie Hodge, City Manager**

Hodge reminded Council of the Mayor’s Summit scheduled for Thursday, February 12, 2026, at 5:30 p.m. at the Santa Fe Depot.

**ADJOURNMENT:** *At the request of Council Member Tice and on his motion, seconded by Council Member Ayers and carried unanimously, the meeting adjourned at 7:57 p.m.*

**APPROVED:** \_\_\_\_\_  
Brian D. Stromgren, Mayor

**ATTESTED:** \_\_\_\_\_  
Amy Woodward, City Clerk

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

**ITEM:**

Change order for Library Project

**BACKGROUND:**

No information received at the time of the council packet printing. However, as soon as information is received it will be forwarded via email to the council in preparation for the Tuesday night council meeting.

**FISCAL NOTE:**

**COUNCIL ACTION:**

1. Approve the change order for the library
2. Reject the change order for the library
3. Table for a later discussion

**MOTION:**

# Murray and Sons Construction Co., Inc

## Response to ASI #1

|    |   |           |
|----|---|-----------|
| 1  | Expand addition to north by 5 ft  | \$ 92,100 |
| 2  | Replace 2 HVAC Systems in Main Library  | \$ 23,680 |
| 3  | Replace all Handicap Buttons and install a handicap button on the exterior entrance of addition (3 sets/6 buttons)        | \$ 2,505  |
| 4  | Purchase & Mount panels in addition (doesn't have to be acoustic, but something like bulletin boards, but attractive) (6) | \$ 2,640  |
| 5  | Replace all counters in building with SS-1 What is SS-1?  | \$ 2,144  |
| 7  | Remove & replace all caulk windows, exterior doors and joints   | \$ 11,694 |
| 8  | Provide unit cost price for ms interior Patch/Repair for gypsum board patching & painting. (16)                           | \$ 4,720  |
| 9  | Provide unit cost price for misc Masonry repointing.  | \$ 3,564  |
| 9b | Provide unit cost price for misc stucco patch/repair  | \$ 40,698 |
| 10 | Replace all Exterior Outlets with weather proof and locking boxes (4)   | \$ 560    |
| 11 | Replace all existing downspouts and gutters   | \$ 10,119 |
| 12 | Add door to new librarian office, patch/repair & relocate technology equipment  | \$ 6,200  |
| 13 | Remove NW Flower Bed & Install shaded program space with prefab-kit pergola system. Provide \$4000 allowance for pergola  | \$ 10,125 |
| 14 | Reconfigure storage room to teen room and replace finishes  | \$ 8,019  |
| 15 | Purchase & Install/Mount shelving in Hallway and Staff/Storage Area   | \$ 9,200  |
| 17 | Replace all pendant light fixtures in main space  | \$ 4,110  |
| 18 | Replace back exposed wood entry overhang to match adjacent context  | \$ 5,568  |
| 19 | Replace all and install additional puck style light fixtures (Replace 28 & install 8 additional fixtures)                 | \$ 5,400  |
| 20 | Paint exterior doors (6)  | \$ 2,004  |
| 21 | Replace all locks with keyless entry  | \$ 13,921 |
| 23 | Provide unit cost for replacement of existing ACT in various rooms with new ACT per specification (10: 2' x2' tiles)      | \$ 320    |
| 24 | Replace/Install Snow Guards on Roof   | \$ 1,838  |
| 25 | Replace finishes in existing bathroom bank to match new addition bathrooms  | \$ 14,976 |
| 26 | Provide Allowance for design-build revitalization of landscaping. Coordinate design with owner                            | \$ 10,000 |
| 27 | Replace splash blocks (10)  | \$ 380    |
| 29 | In lieu of stucco walls, build all exterior walls with brick veneer exterior finish, reference sections.                  | \$ 32,122 |
| 30 | Replace floor finish in front of Computers 1-6 and in Room 106  | \$ 10,603 |
|    | Mow Strip on East Side of Existing Building   | \$ 3,506  |
| 31 | Purchase and replace Wall Sconces in Entry Way of Main Library  | \$ 2,000  |

**Total \$ 334,716**

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

**ITEM:**

Osage City and Osage County Connecting Link Agreement

**BACKGROUND:**

This is a formal partnership agreement between the City of Osage City and Osage County and one that is annually signed. This agreement defines who is responsible for maintaining, improving and funding section of state or county roads that pass through a city. It is a "connecting link" because it connects the county road through city or jurisdiction.

Osage County maintains California Street from Shuey to Indian Hills. This connecting link agreement is for Osage City to maintain California Street from Shuey to 9<sup>th</sup> Street.

**FISCAL NOTE:**

\$342 per year (\$.57mi/\$600)

**COUNCIL ACTION:**

1. Approve the connecting link agreement between Osage City and Osage County
2. Reject the connecting link agreement between Osage City and Osage County
3. Table for a discussion later

**MOTION:**

I move that we approve the connecting link agreement between the City of Osage City and Osage County for \$342 for .57 miles for link No. OS C-1b.

CITY-COUNTY "CONNECTING LINKS" AGREEMENT

Whereas, in accordance with K.S.A. 68-169 and K.S.A. 68-401 et. seq., all Kansas Counties and Cities of 5,000 or less population are designed by the State Secretary of Transportation to levy taxes for and to maintain certain bridges and streets called connecting links: in their jurisdiction: and

Whereas in accordance with K.S.A. 68-506e (now repealed) and, currently K.S.A. 68-506f, the governing bodies of these jurisdictions have traditionally, and are required in the future to tax the people for the above named purpose,

The Osage County Board of Commissioners and the City Council of Osage City do hereby agree, that in order to continue the maintenance of "Connecting Link" No. OS.C-1b and No. \* through the City of Osage City, the cost and work of maintaining this .57 mile(s) of city street will be shared as follows:

(1) Osage County, as authorized by this Agreement, will contribute \$342 for .57mi/\$600 for link No. OS.C-1b (FAS 1250)

and for link No.

(2) All City expenditures from Osage County's contribution will be accounted for separately, by the city, and copies of said expenditures will be supplied to the County annually, by January 15 of the succeeding calendar year.

This agreement will remain in force until December 31, 2026, at which time it will be renegotiated.

This agreement approved and Adopted this day of

City Council

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

This agreement approved and adopted this 3rd day of

February, 2026.

Board of County Commissioners Osage County, Kansas

Heather Rudy

Chairman

Member

Member

Member

\*Key to location of "connecting links": Burlingame- No. B-1 (FAS 514); Scranton- No. S-1 (FAS 616); Carbondale- No. C-1 (FAS 2076 old 75), No. C-2 (FAS 1248), No. C-3 (FAS 1459); Overbrook- No. Ov-1 (FAS 512); Quenemo- No. Q-1 (FAS 511); Melvern- No. M-1 (FAS 1471), No. M-2 (FAS 261); Lyndon No. L-1 (FAS 1250); Osage City- No. OsC-1 (FAS 1250). (b=blacktop, g= gravel)

RATE OF PAYMENT: Blacktop at \$600.00 per mile; Gravel at \$500.00 per mile.

**Osage County Highway Department**  
**128 West 15<sup>th</sup> St.**  
**Lyndon, Ks 66451**

Ph. (785) 828-4416 Fax: (785)828-3432

January 30, 2026

To Mayor and City Council Members:

Enclosed is a proposed agreement for City-County "Connecting Links" maintenance.

Please review, execute and return this agreement at your earliest convenience.

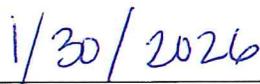
The City will be responsible for furnishing, installing and maintaining all stop signs, speed limit signs, railroad crossing signs and any other signs that may be required. The City will be responsible for all entrances, all drainage and drainage structures. Connecting link routes will be considered as snow routes. The City shall be responsible for removal of parked vehicles along these roads when any maintenance is required.

In the absence of an agreement between the city and the county, the county will maintain the road surface **up to 24 feet** on "Connecting Links" as its finances allow for these and other county-maintained road surfaces.

Thank you for your response in this matter. If the agreement is not to be accepted and signed, please return the unsigned copy to the Osage County Highway Department's Office.

Director of Public Works  
Osage County, Kansas

  
\_\_\_\_\_  
Ryan Fine

  
\_\_\_\_\_  
Date

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

|                    |  |                      |
|--------------------|--|----------------------|
| AGENDA SECTION NO: | ORIGINATING DEPARTMENT:<br><br>Police Department | APPROVED FOR AGENDA: |
| ITEM NO. 3         | BY: Tom Harm, Chief of Police                    | BY: KH               |

## **ITEM:**

The authorization to purchase a Kansas Highway Patrol (KDP) White 2023 Dodge Durango Pursuit (police package) AWD 5.7 (mileage 49,490) remaining 5-year/100,000 power training warranty for \$39,075.00. The vehicle includes the standard vehicle/police equipment: spot lamp, emergency lights, emergency siren, and gun locks. (See the following KHP quote).

## **BACKGROUND:**

The last vehicle purchased was in February of 2025 for \$31,225.00. This was for a 2022 Dodge Charger Police package. In the year 2025, the Osage City Police Department patrolled 59,7145 total fleet miles.

### Current Patrol Fleet

|                    |   |
|--------------------|---|
| 2022 Dodge Charger | 60,090 miles                                    |
| 2020 Dodge Charger | 72716 miles                                     |
| 2021 Dodge Charger | 78464 miles                                     |
| 2017 Ford Explorer | 84,820 miles                                    |
| 2019 Dodge Charger | 85896 miles                                     |
| 2017 Ford Explorer | 102507  |
| 2018 Dodge Charger | 96718 (This will be sold on Purplewave Auction) |

The Osage City Police Department typically acquires used police vehicles from the Kansas Highway Patrol. At present, white vehicles are unavailable, and our current quote is for a White Dodge Durango. Beyond this purchase request, the waiting list extends to late 2026. Additionally, the Kansas Highway Patrol has transitioned from Dodge Chargers to Dodge Durango's as their standard patrol vehicles.

## **FISCAL NOTE:**

As of January, 2026, the Safety equipment fund balance is \$76,445.25.

## **COUNCIL ACTION:**

1. Approve the purchase of a vehicle
2. Reject the purchase of a vehicle
3. Table for a discussion later

## **MOTION:**

I move that we approve the purchase of the 2023 Dodge Durango from the Kansas Highway Patrol for \$39,075.00

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
2/24/2026

TIME  
7:00PM

|                           |   |                         |
|---------------------------|---|-------------------------|
| AGENDA SECTION<br>NO: III | ORIGINATING DEPARTMENT:<br><br>Parks Department | APPROVED FOR<br>AGENDA: |
| ITEM<br>NO. 4             | BY: Donnie Bailey, Facilities Supt              | BY: KH                  |

## ITEM:

Mowing the airport, 9<sup>th</sup> Street Cemetery, and the South end of the City Lake.

## BACKGROUND:

Mowing at the airport takes one person around four hours. The 9<sup>th</sup> Street Cemetery takes an hour and a half. The South End of the lake takes two and a half hours. Each property is mowed once a week. If these properties are put out for bid it frees up the parks department to focus on other tasks.

We contracted these properties last year and it was successful. The contractor did an excellent job and that freed up time for the parks department to address other tasks and cut back on overtime.

## FISCAL NOTE:

\*2026 Budget Contract Line = \$39,0000 with a note that \$10,000 is for the properties in question

1. Dalen Kistner bid \$9,300 per season for three years. (Total: \$27,900)
2. AC Mowing bid \$9,600 per season for one year.
3. Jordon Keeffe bid \$12,000 per season for one year.
4. BlackRose (Pankaskie) bid \$13,000 per season for three years. (Total: \$39,000)
5. Greg Schwindt bid \$14,400 per season for one year.
6. Daniel Bloomquist bid \$17,000 per season for one year. (no cemetery, just airport and lake)
7. David Hanner bid \$18,000 per season for one year.
8. Bowin Landscaping bid \$18,000 per season for one year.
9. Precision Turf bid \$25,200 per season for one year.

## COUNCIL ACTION:

1. Approve a bid
2. Reject the bid
3. Table for a later discussion

## STAFF RECOMMENDATION:

We would like to consider contracting these properties again. It cuts eight hours each week from our workload and allows us to spend that time on other maintenance tasks. Dalen Kistner had the contract last year and did an excellent job. He is also the lowest bid this year.

## MOTION:

I move that we approve \_\_\_\_\_'s bid for \$\_\_\_\_\_ for \_\_\_\_year(s)

#44 #5



## Purchasing

### Purposes:

- A. Encourage procurement of goods and services for use by the City of Osage City on the basis of the best necessary quality at least cost (best value).
- B. Provide for ready availability of goods and services to support timely and effective service delivery, with a minimum of cumbersome procedure.
- C. Maintain a competitive private sector purchasing environment for the City of Osage City.
- D. Provide for appropriate budgetary control and financial oversight of the procurement process.

### General:

In the interests of eliminating delays in service provision, the City will use a decentralized purchasing system subject to the control of this policy, and, within that, at the discretion of the Department Head. Departments of the City are encouraged and expected to coordinate the purchase of similar items. Bulk or large quantity purchasing is encouraged in those areas where storage space is available, and inventory can be controlled.

Any purchases made are to be approved by the Department Head, and are subject to the further general oversight of the City Treasurer and the City Manager. The Department Head's signature shall be considered as an affirmative statement that they have reviewed all invoices entered on that listing. As such, the invoice is required to be signed by the Department Head or appointee in all cases. Staff involved in purchasing are expected to use common sense and good judgment in the application of these guidelines.

All goods must be verified as received prior to processing invoices for payment. Packing slips which are received and sent to the City Clerk are regarded as acknowledgment that the goods were received. Initials on the invoice, and the Department Heads signature is an affirmative statement that the goods or services were properly ordered and received by the City of Osage City.

Goods and services purchased by the City are intended to provide services to the public. Diversion of materials or services purchased by the City to personal or private use (without public purpose) is considered to be mis-use, and will result in administrative and/or criminal justice system consequences.

### Competitive Bidding and Local Preference: (adopted 11/24/2015, revised 6/10/2025)

Written competitive bids or price quotations are encouraged for the purchase of any capital items, construction contracts and/or repair contracts. Normally, a minimum of Three (3) bids should be solicited. Local service, quality of work,

quality of product, logistics, efficiency, and other similar judgment factors may be used in determining whether a bid provides the best value. A local preference bid option up to five percent (5%) higher than the lowest qualified bid received may be awarded. In order to maintain the most competitive environment, a local preference bid is not mandatory to be awarded.

Capital Items (Vehicles and Equipment, Buildings) that are specifically scheduled in the annual budget, and for which the cost exceeds \$15,000, shall be invitation to bid with bids monitored by the City Clerk or designee. The award of bids for these items shall be approved by the City Council.

Operating capital items of less than \$15,000 in value which have been included in the annual budget may be purchased on the authority of the City Manager. Competitive written price quotations from at least three vendors are encouraged. Bid tabulations should be attached to the invoice prior to payment and filing.

Construction contracts for capital improvements shall be approved by the City Council prior to execution, as should change orders exceeding \$15,000 net cost to the City. In all construction contracts, a final architects or engineers estimate shall be obtained based on final design parameters, immediately prior to distributing the invitation to bid.

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

#### Operational Purchasing

Generally, purchases of less than \$15,000 may be authorized by the City Manager or designee. Departmental Managers remain responsible for compliance with the annual operating budget for their own department. Staff are encouraged to use informal quotes or written competitive bidding for supplies or materials acquired in bulk, or whenever appropriate in their best judgment. If taken, a tabulation of quotes should be attached to the invoice.

Purchases of small items needed in the routine course of work may be made by employees subject to the discretion and review of supervisory staff. The department head has the discretion of assigning parameters for such purchasing authorization within individual departments.

Invoices for such material shall be reviewed and approved by the initial of the Department Head prior to payment being rendered. Staff authorized by the Department Head may initial the invoices.

Non-routine, non-budgeted purchases shall require the prior approval of the City Manager, and, at his or her discretion, may be submitted to the City Council for approval.

Purchase Orders

Purchase orders will be made on items which will not be received within 90 days, on City Council items, end of year encumbrances, and specialty items which will not be received by mid-January of the following fiscal year.

Invoices which apply to purchase orders will be paid as received, rather than waiting until the PO is complete. The invoice needs to be initialed as received and approved for payment. This keeps the City in good standing with the vendors.

Time: 11:00 AM  
 Location: City Council Chamber

**AIRPORT, 9<sup>TH</sup> ST CEMETERY, GOLF COURSE**

| Contractor  | Address              | Notes  | Year 1                          | Year 2                       | Year 3                       | Insurance    |
|---|----------------------|--|---------------------------------|------------------------------|------------------------------|--------------|
| Daniel Bloomquist   | Osage City, KS 66523 | Bid for mowing Airport & Golf Course Only                            | \$850.00/mow<br>\$17,000/season |                              |                              | Upon Request |
| AC Mowing Austin Scott                                    | Pomona, KS 66076     |  | \$480/mow<br>\$9,600/season     |                              |                              | Yes          |
| Jordan Keeffe   |                      | Contingent on first year, would be willing to sign extended contract | \$600/mow<br>\$12,000/season    |                              |                              | Yes          |
| Greg Schwindt   | Lyndon, KS 66451     | Qty of Years Not Specified   | \$720.00/mow<br>\$14,400/season |                              |                              | Yes          |
| David E Hanner  | Osage City, KS 66523 |  | \$900/mow<br>\$18,000/season    |                              |                              | Yes          |
| BlackRose Landworks Caydence Pankaskie                    | Lebo, KS             |  | \$650/mow<br>\$13,000/season    | \$650/mow<br>\$13,000/season | \$650/mow<br>\$13,000/season | Yes          |
| Bowin Landscaping & Lawncare LLC Breckin Bowin            | Osage City, KS 66523 |  | \$900/mow<br>\$18,000/season    |                              |                              | Yes          |
| Kistner Lawn Care, LLC Dalen Kistner                      | Hartford, KS         |  | \$465/mow<br>\$9,300/season     | \$465/mow<br>\$9,300/season  | \$465/mow<br>\$9,300/season  | Unknown      |
| Precision Turf & Tree Precision Turf & Tree Brent Johnson |                      |  | \$1,260/mow<br>\$25,200/season  |                              |                              |              |

Apparent Lowest Bidder: Kistner Lawn Care LLC, \$9,300/season

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
2/24/2026

TIME  
7:00PM

|                           |   |                         |
|---------------------------|---|-------------------------|
| AGENDA SECTION<br>NO: III | ORIGINATING DEPARTMENT:<br><br>Parks Department | APPROVED FOR<br>AGENDA: |
| ITEM<br>NO. 5             | BY: Donnie Bailey, Facilities Supt.             | BY: KH                  |

**ITEM:**

Mowing contract for the American and Union Cemeteries

**BACKGROUND:**

We have received bids to mow the cemeteries. The season will have twenty mows from April 1<sup>st</sup> through October 31<sup>st</sup>. Mowing also includes picking up all trash, limbs, and miscellaneous items prior to mowing. The contractor will also supply all the equipment necessary to provide an even and pleasant appearance.

**FISCAL NOTE:**

\*2026 Budget Contract Line = \$39,000 with a note that \$29,000 is for cemetery mowing bids

1. AC Mowing bid \$6,000 a season for one year.
2. BlackRose Landworks (Pankaskie) bid \$31,000 a season for three years.
3. Kistner Lawncare bid \$32,000 a season for three years.
4. Mairs Lawn and Landscape bid \$49,000 for the first season, \$50,000 for the second, and \$51,000 for the third season.
5. Yard Guy LLC bid \$75,000 per season for one year.

**COUNCIL ACTION:**

1. Approve a bid
2. Reject the bid
3. Table for a later discussion

**STAFF RECOMMENDATION:**

AC Mowing is simply too low. Accepting that bid will not end well as the contractor won't be able to cover costs to complete the job at that price.

BlackRose Landworks, owned by Caydence Pankaskie, mowed the cemeteries for us in the past and his company did exceptional work. They were easy to communicate with and we had no complaints that I am aware of. Caydence has the lowest feasible bid.

Kistner Lawncare mowed our other properties last year and did great work. His bid is not much higher than Caydence. I don't think we will go wrong with either of these companies. Both have proven their worth and came in as lowest cost.

**MOTION:**

I move that we approve \_\_\_\_\_'s bid for \_\_\_\_\_ year(s) for \$ \_\_\_\_\_

MOWING BID FORM

Date: 02/13/2025

Time: 11:00 AM

Location: City Council Chamber

AMERICAN & UNION CEMETERY BID

| Contractor                                 | Contact Info     | Notes | Year 1                            | Year 2                            | Year 3                            | Insurance |
|--|------------------|-------|-----------------------------------|-----------------------------------|-----------------------------------|-----------|
| AC Mowing<br>Austin Scott                  | Pomona, KS 66076 |       | \$300/mow<br>\$6,000/season       |                                   |                                   | Yes       |
| BlackRose Landworks<br>Caydence Pankaskie  | Lebo, KS         |       | \$1,550.00/mow<br>\$31,000/season | \$1,550.00/mow<br>\$31,000/season | \$1,550.00/mow<br>\$31,000/season | Yes       |
| Yard Guy LLC<br>Garrett Hogelin            | Lyndon, KS 66451 |       | \$3750.00/mow<br>\$75,000/season  |                                   |                                   | Yes       |
| Kistner Lawn Care, LLC<br>Dalen Kistner    | Hartford, KS     |       | \$1,600/mow<br>\$32,000/season    | \$1,600/mow<br>\$32,000/season    | \$1,600/mow<br>\$32,000/season    | Yes       |
| Mairs Lawn & Landscape<br>LLC<br>Jon Mairs |                  |       | \$2,450/mow<br>\$49,000/season    | \$2,500/mow<br>\$50,000/season    | \$2,550/mow<br>\$51,000/season    | Yes       |

Apparent Lowest Bidder: AC Mowing, \$6000/season

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

**ITEM:**

Director Position 2

**BACKGROUND:**

The City of Osage has two Kansas Municipal Energy Agency (KMEA) Board delegates, along with an alternate (Katie Hodge). Dale is Director 1 and Craig is Director 2. Craig's position is up for reappointment, and we would like to retain Craig as our Director 2.

**FISCAL NOTE:**

**COUNCIL ACTION:**

1. Appoint Craig to be Director No.2 for the KMEA Board of Directors

**MOTION:**

1. I move that we appoint Craig Croucher to be Director No.2 for the KMEA Board of Directors

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

**ITEM:**

NLC Service Line Warranty Amendment and Continued Partnership Discussion

**BACKGROUND:**

The City of Osage City has partnered with HomeServe through the National League of Cities (NLC) Service Line Warranty Program to provide residents with the opportunity to purchase optional emergency repair and replacement coverage for private sewer and water service lines.

This amendment is necessary to ensure compliance with Kansas law regarding data privacy and “no data sharing.” The City of Osage City does not provide customer names, service addresses, or other utility account information to HomeServe. As a result, HomeServe must obtain resident contact information independently to distribute program materials.

The City has been made aware that some residents have received informational packets containing incorrect names associated with their addresses. In many cases, residents believe these mailings originate directly from the City of Osage City, which has caused confusion and concern.

This discussion will allow the Governing Body to consider approval of the amendment and evaluate whether to continue or terminate the City’s participation in the program.

**FISCAL NOTE:**

- This program may provide cost savings to residents who voluntarily choose to participate.
- The City is not required to partner with the program for residents to enroll independently.
- The City receives a modest stipend from NLC based on the number of active policies within the community.

**COUNCIL ACTION:**

1. Approve Amendment No. 1 to the existing Marketing Agreement.
2. Reject Amendment No. 1 and provide a 90-day notice of termination prior to the next eligible renewal term. The original agreement was executed on April 22, 2022, and the next opportunity to provide the required 90-day notice would be prior to the 2027 renewal.
3. Table for a later discussion

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

**MOTION:**

1. I move to approve Amendment No. 1 to the Marketing Agreement between Utility Service Partners Private Label, LLC, doing business as Service Line Warranties of America, and the City of Osage City.
2. I move to terminate the partnership with Utility Service Partners Private Label, LLC, doing business as Service Line Warranties of America, and authorize staff to provide the required 90-day written notice of termination prior to the 2027 renewal term.

**AMENDMENT NO. ONE TO MARKETING AGREEMENT**

**EFFECTIVE DATE OF AMENDMENT:** \_\_\_\_\_

This **AMENDMENT NO. ONE** (this “**Amendment**”) to **MARKETING AGREEMENT**, dated June 17, 2022 (the “**Agreement**”), is entered into by and between Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”) and the City of Osage, Kansas (“**City**”). Capitalized terms used but not otherwise defined in this Amendment have the meanings set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.B of the Agreement is deleted in its entirety and replaced with the following:

“B. Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Company may obtain Property Owner Data from a third-party, for use by Company in furtherance of the advertisement, marketing, and sale of the Products and such information shall be the property and Confidential Information under Section 5 of this Agreement of Company. A Property Owner who has purchased a Product is a member (“**Member**”) and all data in Company’s control or possession relating to Members is Company’s property. For purposes of this Agreement, “**Applicable Laws**” means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations.”

2. The notice information for Company set forth in Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

“**To:** Company:  
Utility Service Partners Private Label, Inc.  
c/o HomeServe USA Corp.  
45 Glover Avenue, 6th Floor  
Norwalk, CT 06850  
Attention: Michael Backus, Chief Revenue Officer  
email: michael.backus@homeserveusa.com

With a copy to:  
Legal Department  
email: [legal@homeserveusa.com](mailto:legal@homeserveusa.com)”

Except as otherwise modified or amended by this Amendment, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the Effective Date set forth above.

**CITY OF OSAGE CITY**

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## Rod Willis

---

**To:** Rod Willis  
**Subject:** NLC Service Line Warranty Program

**From:** Wes Preston <[Wes.Preston@homeserveusa.com](mailto:Wes.Preston@homeserveusa.com)>  
**Sent:** Friday, April 22, 2022 9:58 AM  
**To:** Dale Schwieger <[dschwieger@osagecity.com](mailto:dschwieger@osagecity.com)>  
**Subject:** NLC Service Line Warranty Program

Dale- Thanks for your time. Below is the info on both Ottawa and Hutchinson. Both are mailings are currently paused as I described but have saved the city's residents a lot of money. Let me know if you have any questions.

### Ottawa, KS:

- Typical mailing campaigns went out to around 3,000 homes.
- We have **1,152 customers** so a "penetration rate" of nearly 40%. As a baseline, we consider 10% to be "good" ..
- We've completed **1,918 claims**, saving homeowners **\$1,626,661** in repair costs.

Finance Director: Melanie Landis  
Email: [mlandis@ottawaks.gov](mailto:mlandis@ottawaks.gov)  
785-229-3617

### Hutchinson, KS:

- We've done **1,704 claims**, saving homeowners **\$762,013** in repair costs.
- Finance Director: Melanie Landis

Director of Public Works: Brian Clennan  
Email: [brian.clennan@hutchgov.com](mailto:brian.clennan@hutchgov.com)  
620-694-1900

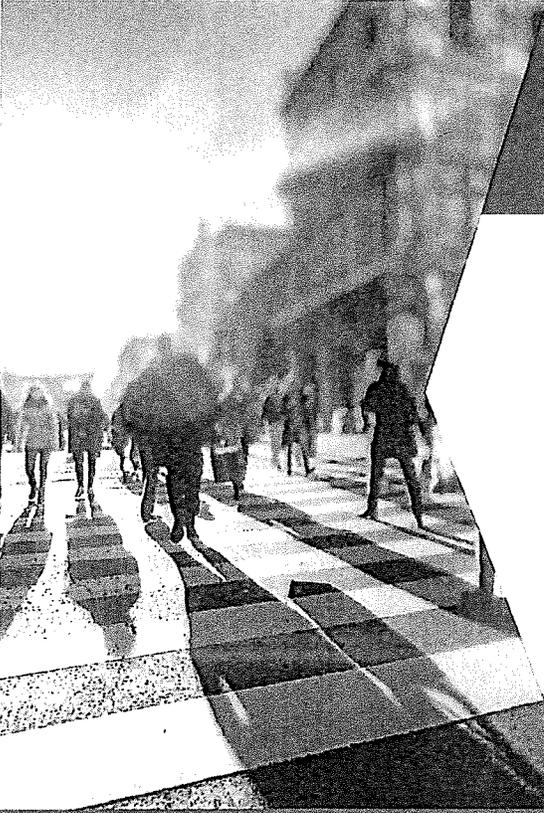
Wes Preston  
Regional Representative

601 Merritt 7  
Norwalk, CT 06851  
M: 203-536-5214  
[wes.preston@homeserveusa.com](mailto:wes.preston@homeserveusa.com)  
[www.servicelinepartner.com](http://www.servicelinepartner.com)

**NLC Service Line  
Warranty Program**  
by



SERVLINE



# NLC Service Line Warranty Program Overview

## What We Do

The National League of Cities (NLC) Service Line Warranty Program by HomeServe offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs, provided by local, licensed and insured contractors.



**Water Line**



**Sewer Line**



**Interior Plumbing**

## Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the municipality, they often find that they are faced with a costly repair and that the municipality can't help them. Over the past three years, HomeServe has performed over 1.3 million repairs, saving our customers over \$454 million!



### Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



### Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year



### Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

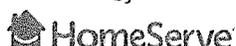
## Experience in Kansas

- 24 partners and over 65,000 customers
- Over \$6 million in total repairs in the last three years, \$4 million in water-related repairs
- Preferred Partner of the League of Kansas Municipalities



For more information call:  
**1-866-974-4801** or visit  
[www.NLC.org/serviceline](http://www.NLC.org/serviceline)



**NLC Service Line Warranty Program**  
by  


# Benefits to the Municipality



## Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the municipality/utility and customer dissatisfaction with the municipality for not offering a solution
- The program is offered at no cost to the city
- Use of municipality/utility logo promotes trust



## Customer Satisfaction

- 4.8\* out of 5 star customer satisfaction rating
- BBB Accredited with A+ rating



## Funding for Key Initiatives

Many partners participate in a share of the revenue, often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

\* Data based on customers surveyed after receiving service between July 1, 2019 and December 31, 2019.

*Thanks to the city for informing me of this type of warranty. Just a phone call and the problem was taken care of quickly.*

**Peggy N.**  
Hutchinson, KS

*This is a wonderful service in my city, as there are many older homes and the lines are old.*

**Paul M.**  
Ottawa, KS

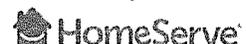
For more information call:  
**1-866-974-4801** or visit  
**[www.NLC.org/serviceline](http://www.NLC.org/serviceline)**

COL\_20\_0504\_NPO\_KS



**NLC Service Line  
Warranty Program**

by



## Osage City KS

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities & Kansas League of Municipalities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC provides homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines, sewer lines, and in-home plumbing lines

- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of \$0.50 per product per month for the duration of the program.

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

| Product             | Monthly | Annual Coverage Limit | Annual Service Calls/Per Call Coverage | Royalty for the City          |
|---------------------|---------|-----------------------|--|-------------------------------|
| External Water Line | \$6.49  | Unlimited             | Unlimited Calls<br>\$8,500 Per Call    | \$0.50 per contract per month |
| External Sewer Line | \$8.49  | Unlimited             | Unlimited Calls<br>\$8,500 Per Call    | \$0.50 per contract per month |
| In-Home Plumbing    | \$9.99  | Unlimited             | Unlimited Calls<br>\$3,000 Per Call    | \$0.50 per contract per month |

**Exhibit A**  
NLC Service Line Warranty Program  
City of Osage City  
Term Sheet  
April 6, 2022

- I. Initial Term. Three Years.
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
  - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
  - A. External water service line plan (initially, \$6.49 per month)
  - B. External sewer/septic line plan (initially, \$8.49 per month)
  - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
  - A. External water service line plan:
    - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable.
  - B. External sewer/septic line plan:
    - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
    - ii. Covers septic lines if applicable.
  - C. Interior plumbing and drainage plan:
    - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

**CITY OF OSAGE CITY**

---

Name:

Title:

Date:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

---

Name: Michael Backus

Title: Chief Sales Officer

Date:

## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Osage City, Kansas (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Dale Schwieger  
City of Osage City  
PO Box 250  
Osage City, KS 66523-0250  
Email: dschwieger@osagecity.com  
Phone: (785) 528-3714

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
4000 Town Center Boulevard, Suite 400  
Canonsburg, PA 15317  
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Kansas, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

**FINANCIAL IMPACT:** No cost to the City to participate and the City would receive \$0.50 per product per month royalty.

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

**ITEM:**

Approval of Memorandum of Understanding with K-State Extension Frontier District for Lincoln Park Community Garden

**BACKGROUND:**

The City of Osage City has been approached by the K-State Extension Frontier District to partner in the installation and maintenance of two raised garden beds at Lincoln Park, located at 101 S. Topeka Avenue. This Memorandum of Understanding (MOU) establishes the roles, responsibilities, and expectations of both parties in developing and maintaining a community garden space.

The purpose of the garden is to provide a space for community members to access fresh produce, participate in gardening activities, and promote community engagement. Produce not utilized by the public will be donated to local service organizations and made available to residents in need.

The agreement remains in effect for the growing season and may be terminated by either party at the end of the season with written notice submitted by December 1. Upon termination, the Extension Program will remove its equipment, and the City will retain responsibility for remaining organic materials such as mulch and soil

**BENEFITS TO THE COMMUNITY:**

- Provides access to fresh produce for residents
- Supports food insecurity initiatives through local produce donations
- Enhances Lincoln Park amenities
- Promotes community engagement and volunteerism
- Strengthens partnership with K-State Extension Frontier District

**K-State Extension Frontier District Responsibilities:**

- Provide and install two 4x8 raised galvanized garden beds
- Supply all plant materials, soil, compost, and garden infrastructure
- Maintain the garden, including watering, planting, harvesting, and soil management
- Provide tools, irrigation equipment, and signage for the garden
- Follow best horticultural practices and coordinate garden use with the City
- Donate unused produce to local organizations and community distribution locations

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
02/24/2026

TIME  
7:00 P.M.

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

## City of Osage City Responsibilities:

- Provide the garden location at Lincoln Park
- Provide access to water via a secured water spigot
- Provide mulch and assist with delivery on designated workdays
- Provide access to debris disposal locations
- Approve plant lists and signage associated with the garden

## FISCAL NOTE:

Minimal fiscal impact to the City. Costs are limited to mulch provision, water usage, and minor staff coordination. All major materials, equipment, plants, and maintenance are provided by the Extension Program.

## STAFF RECOMMENDATION:

Staff recommend approval of the Memorandum of Understanding with the K-State Extension Frontier District to establish and maintain community garden beds at Lincoln Park.

## COUNCIL ACTION:

1. Approve the MOU with K-State
2. Reject the MOU with K-State
3. Table for a later discussion

## MOTION:

I move to approve the Memorandum of Understanding between the City of Osage City and the K-State Extension Frontier District for the installation, planting, and maintenance of community garden beds at Lincoln Park, and authorize the Mayor to execute the agreement on behalf of the City

K-State Extension Frontier District & Osage City, Kansas

Memorandum of Understanding

**Purpose:**

This Memorandum of Understanding (MOU) is entered in on \_\_\_\_\_, 2026 by and between Osage City and the K-State Extension Frontier District (Extension Program). Collectively, they will be referred to as “the Parties”.

The Extension Program agrees to partner with Osage City to install, plant, and maintain two 4x8 ft galvanized raised garden beds at Lincoln Park, 101 S Topeka Ave, Osage City, KS 66523. This document clarifies the expectations and responsibilities of both parties.

**Volunteer Service:**

The Extension Program is performing the agreed-upon work and services as an independent contractor, and as such, neither it nor its volunteers or personnel are employees or volunteers of Osage City. The Extension Program, therefore, is entirely and solely responsible for volunteers and personnel who perform its program and services.

**Work Schedule:**

Extension program volunteers and personnel can be expected to work at the designated site throughout the growing season, depending on weather conditions.

**Garden Design and Purpose:**

The purpose of this garden is to be a site for the community to come together and share fresh produce, and to work on the garden beds as they are willing. Each garden bed will grow flowers, fruits, vegetables, and herbs approved by Osage City in order to best serve the community. The two garden beds will be 36 inches apart in order to be accessible to all. This walkway will be mulched. The beds will have rotating cages, stakes, and trellises, depending on each plant's support needs.

**Produce Donations:**

All produce that is not picked and used by community members will be harvested by Extension Program volunteers and personnel and donated to local organizations, including Help House, Harvesters/ECKAN, and city offices, where people can pick up produce.

**Plant Materials:**

All plant materials will be provided by the Extension Program. They will provide Osage City with an annual plant list for approval before planting. Osage City can request different plants, and the Extension program can consider adding them to the list.

**Soil Preparation and Management:**

The Extension Program will provide the raised bed material, including woody materials, compost, and raised bed filler soil. Management of the soil will be the responsibility of the Extension Program, with occasional assistance from Osage City if needed and requested.

**Equipment and Supplies:**

The Extension will provide its own tools and equipment as needed. Watering equipment will include a ½-inch irrigation hose, ¼ drip irrigation, an adapter, and a pressure regulating gauge. These materials belong to the Extension Program, but will be kept at the garden site for easy access to water.

**Request for Use of Space:**

The Extension Program must request the use of the space in advance for meetings, programs, garden kick-offs, luncheons, etc.

**Horticulture Standards:**

The Extension Program will follow best practices in all gardening activities and adhere to established horticulture standards.

**Watering:**

The Extension Program will be responsible for regularly watering the garden. A drip irrigation system will be installed in the garden beds and activated via the water spigot provided by Osage City. The spigot will be locked, and the keys will be provided to the Extension Program by Osage City.

**Debris Removal:**

The Extension Program will have access to sites in Osage City for debris disposal.

**Mulch:**

Osage City will provide mulch and deliver it to the garden sites on designated work days. The mulch will be replaced as needed, and old mulch can be removed with additional garden debris.

**Signage:**

A sign noting the garden's use and the partnership between Osage City and the Frontier Extension District will be erected at the garden. This sign will be provided by the Extension Program and approved by both parties.

**Disciplinary Process and Communication:**

In the event of any disputes or breaches of this MOU, Osage City and the Extension Program, and its governing board, will engage in good-faith discussions to resolve the issue.

**Term:**

The agreement can be terminated by either party at the end of the current growing season. Termination must be in writing and submitted no later than December 1<sup>st</sup> of the current year. In the case of termination, the Extension Program will remove its materials from the park. Osage City will be responsible for all organic matter left at the site, for example, mulch and soil.

Pepper

Pepper

Pepper

Pepper

Sweet Peas

4-5 Sugar Baby Watermelon

Burpless Beauty Cucumbers on A Frame Trellis

8 Zinnias

1 Long Thin Cayenne  
Pepper

1 Long Thin Cayenne  
Pepper

1 California Wonder

1 California Wonder

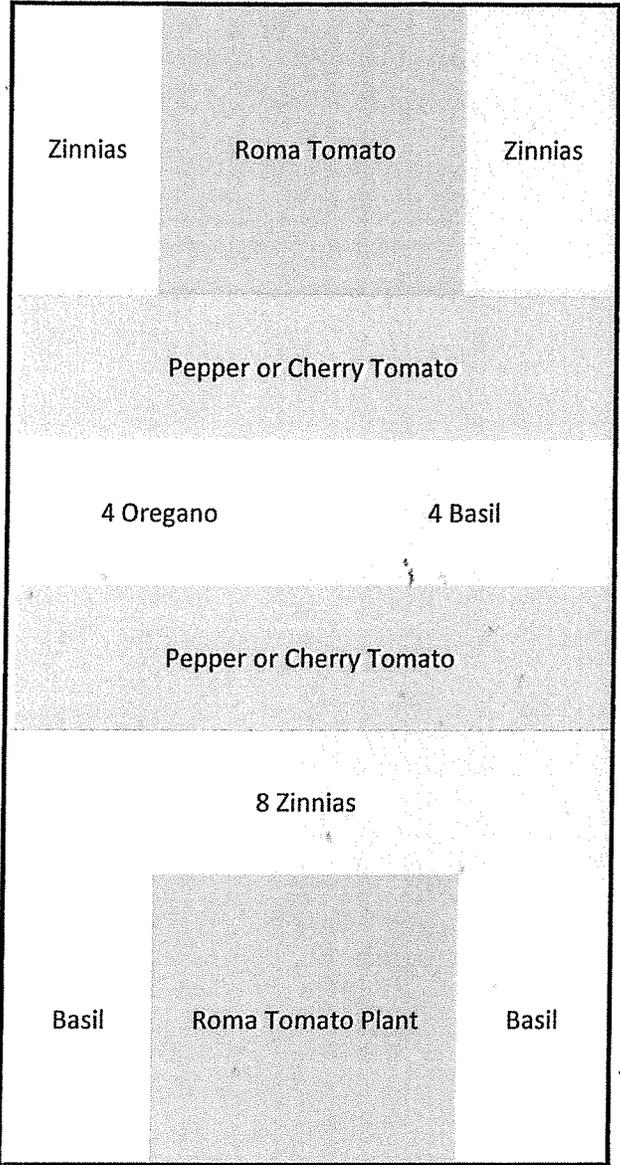
2 Peas      2 Peas      2 Peas      2 Peas

2 Peas      2 Peas      2 Peas      2 Peas

Sweet Peas

4-5 Sugar Baby Watermelon

|                         |                           |              |
|-------------------------|---------------------------|--------------|
| 3 Spanish Yellow Onions | Super Sweet Cherry Tomato | 2 Bush Beans |
| 3 Spanish Yellow Onions |                           | 2 Bush Beans |
| Marigolds               | Basil                     | Marigolds    |
| 3 Spanish Yellow Onions | San Marzano Tomato        | 2 Bush Beans |
| 3 Spanish Yellow Onions |                           | 2 Bush Beans |
| Marigolds               | Basil                     | Marigolds    |
| 3 Spanish Yellow Onions | Big Tom Tomato Hybrid     | 2 Bush Beans |
| 3 Spanish Yellow Onions |                           | 2 Bush Beans |



|                         |                           |                 |
|-------------------------|---------------------------|-----------------|
| 3 Spanish Yellow Onions | Super Sweet Cherry Tomato | 4 Garlic Chives |
| 3 Spanish Yellow Onions |                           | 4 Garlic Chives |
| Marigolds               | Basil                     | Marigolds       |
| 3 Spanish Yellow Onions | San Marzano Tomato        | 4 Garlic Chives |
| 3 Spanish Yellow Onions |                           | 4 Garlic Chives |
| Marigolds               | Basil                     | Marigolds       |
| 3 Spanish Yellow Onions | Big Tom Tomato Hybrid     | 4 Garlic Chives |
| 3 Spanish Yellow Onions |                           | 4 Garlic Chives |

|                         |                           |                 |
|-------------------------|---------------------------|-----------------|
| 3 Spanish Yellow Onions | Super Sweet Cherry Tomato | 4 Garlic Chives |
| 3 Spanish Yellow Onions |                           | 4 Garlic Chives |
| Marigolds               | Basil                     | Marigolds       |
| 3 Spanish Yellow Onions | San Marzano Tomato        | 4 Garlic Chives |
| 3 Spanish Yellow Onions |                           | 4 Garlic Chives |
| Marigolds               | Basil                     | Marigolds       |
| 3 Spanish Yellow Onions | Big Tom Tomato Hybrid     | 4 Garlic Chives |
| 3 Spanish Yellow Onions |                           | 4 Garlic Chives |

Marigolds

California Wonder  
Peppers

California Wonder  
Peppers

8 Black Seeded Simpson Lettuce

Sweet Peppers

Sweet Peppers

Rosemary

Dill

TAM Jalepeano Peppers TAM Jalepeano Peppers

32 Carrots

Marigolds

