

OSAGE CITY COUNCIL

Regular Meeting

February 25, 2025

7:00 p.m.

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

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

<https://tinyurl.com/FEB-25th-Council-Meeting>

Meeting ID: 239 396 738 846

Passcode: yB6Ca2LB

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

Phone Conference ID: 230 058 233#

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 11, 2025 Regular Meeting Minutes

III. Business Before the Council

1. Review Mowing/Landscaping Bids (Action Required)-Gary Thompson/Donnie Bailey, Parks & Facilities Superintendent & Sadie Boos, City Treasurer
2. Governmental Assistance Services contract for KDHE Administrative Support (Action Required)-Brett Wagoner, Grant Specialist/ Governmental Assistance Services
3. KCAMP Insurance Presentation (Information Only)-David Luke, KCAMP Administrator/CEO
4. KMEA Board of Directors (Action Required)-Dale Schwieger, Utilities Director

IV. Adjournment

Next Ordinance # 1696

Next Resolution # 1132

Next Charter Ordinance # 20

The City of
Osage City
Kansas

CITY OF OSAGE CITY
COUNCIL MEETING
February 11, 2025

ROLL CALL: Now on this 11th day of February 2025, 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, Shirley Bausman, Mike Handly, Mike Gilliland, Susan Smith, Jeff Tice, Cathryn Houghton and Jeanette Swarts. City Staff present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Dale Schwieger, Utilities Director; and Sadie Boos, City Treasurer. Absent: Amy Woodward, City Clerk. Others Present: Rodney Willis and Rose Mary Saunders via Zoom.

APPROVAL OF THE AGENDA:

Motion by Swartz, second by Tice to approve the agenda. The motion was declared carried (7-0).

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of January 28, 2025 Regular Meeting Minutes

Motion by Gilliland, second by Smith to approve the consent agenda. The motion was declared carried (7-0).

BUSINESS BEFORE THE COUNCIL:

1. **Public Hearing for the purpose of evaluating the performance of Grant No. 22-CR-002 for the downtown commercial rehabilitation of 520-522 Market Street Star Block Building (Action Required)-Rose Mary Saunders, Municipal Consultant/Ranson Financial**

Mayor, Brian Stromgren opened the public hearing at 7:02 p.m. for public comment. Rose Mary Saunders, Municipal Consultant with Ranson Financial, provided a review of the Star Block Building project. The exterior portion of the project was completed November 26, 2024. The total project cost came to \$391,864.77 and businesses are expected to be in the building by the end of 2025. Rod Willis expressed appreciation to the City of Osage City on behalf of Nathan Willis. Nathan is working to obtain bids for the remaining work. Mayor, Brian Stromgren closed the public hearing at 7:08 p.m.

2. Approval of the Mayor to sign the closeout documents for Grant No. 22-CR-002 (Action Required)- Rose Mary Saunders, Municipal Consultant/Ranson Financial

Motion made by Houghton, second by Tice, to authorize the mayor to sign the related documents for the close out of Grant No. 22-CR-002. The motion was declared carried (7-0).

3. Review and Approval Resolution No. 1131 authorizing the power purchase agreement between the City of Osage City and Kansas Municipal Energy Agency (KMEA) secure power from the Grand River Dam Authority (GRDA) (Action Required)-Dale Schwieger, Utilities Director

Utility Director, Dale Schwieger provided an overview of the power purchase agreement between the City of Osage City and Kansas Municipal Energy Agency (KMEA) to secure power from the Grand River Dam Authority (GRDA).

Motion made by Tice, second by Ayers, to approve Resolution No. 1131 authorizing the execution of the power purchase agreement (Grand River Dam Authority Power Supply Project No. 2) between the City of Osage City, Kansas and the Kansas Municipal Energy Agency; and making certain covenants and agreements to provide for the payment and security and authorizing certain documents and actions in connection. The motion was declared carried (7-0).

Motion made by Bausman, second by Handly, to authorize the mayor to sign the purchase power agreement. The motion was declared carried (7-0).

4. Review and approval of BG Consultants request for reimbursement of additional work performed related to the Flint Hills Trail Project that was incurred from KDOT/Contractor changes.

City Manager, Katie Hodge provided an explanation of additional charges incurred by BG Consultants related to the Flint Hills Trail Project.

Motion made by Houghton, second by Smith, to approve BG Consultants' supplemental agreement reimbursement request to KDOT for final work to be performed to close out the Flint Hills Trail Project. The motion was declared carried (7-0).

5. Review and approval of the connecting link agreement between Osage City and Osage County for .57 miles at \$342 reimbursement.

City Manager, Katie Hodge provided background of annual connecting link agreement between the City of Osage City, Kansas and Osage County, Kansas. Osage County maintains California Street from Shuey to Indian Hills. The connecting link agreement is for the City of Osage City to maintain California Steet from Shuey to 9th Street.

Motion made by Smith, second by Houghton, to approve the connecting link agreement between the City of Osage City and Osage County for \$342.00 for .57 miles for link No. OS C-1b. The motion was declared carried (7-0).

6. Executive session for Data Relating to Financial Affairs on trade secrets of second parties for 15 minutes-Katie Hodge, City Manager.

Motion by Smith, second by Ayers to enter executive session for a period of 15 minutes for confidential data relating to financial affairs of second parties to include Mayor and City Council, City Attorney, City Treasurer, Utilities Director, City Clerk and City Manager. The motion was declared carried (7-0).

Mayor Stromgren declared the executive session to begin at 7:24 p.m. Mayor Stromgren declared the meeting back into open session at 7:41 p.m. with no action taken.

ADJOURNMENT: *At the request of Council Member Tice and on his motion, seconded by Council Member Smith and carried unanimously, the meeting adjourned.*

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/25/2025

TIME
7:00PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Parks Department	APPROVED FOR AGENDA:
ITEM NO. 1	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 1st through October 31st. 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:

*2025 Budget Contract Line = \$45,0000 with a note that \$35,000 is for cemetery mowing bids

1. Dalen Kistner bid \$30,000 a year for three years.
2. All American Fencing bid \$29,000 a year for three years.
3. Pankaskie Co LLC bid \$32,000 a year for three years.

COUNCIL ACTION:

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

STAFF RECOMMENDATION:

MOTION:

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

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/25/25

TIME
7:00PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Parks Department	APPROVED FOR AGENDA:
ITEM NO. 1	BY: Donnie Bailey, Facilities Supt	BY: KH

ITEM:

Mowing and Landscaping of the Flint Hills Walking Trail

BACKGROUND:

Landscaping and upkeep of the walking trail will require quite a bit of additional work. The planting beds at each trail head are in rough shape and need a lot of attention to get them ready for the spring. We will either need to consider contracting the work or hiring part-time workers help to handle the extra duties.

FISCAL NOTE:

*2025 Budget Contract Line = \$45,0000 with a note that \$35,000 is for cemetery mowing bids

We received a bid from Hallgren Lawn and Landscape to take on the landscaping at each trail head, as well as mowing along the trail. Hallgren provided two options.

1. The first option is to use mulch for the planted beds. The cost would be \$13,515 for the first year, \$6,500 for the second year and \$12,000 for the third. (Total: \$32,015)
2. The second option is to use rock in place of mulch. The cost would be \$25,448 for the first year, \$3,500 for the second and third years. (Total: \$32,448)

COUNCIL ACTION:

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

STAFF RECOMMENDATION:

Getting the trail heads into shape will take many hours of work, and the plantings will need a lot of care through the season to get them established the first year. The option to use rock, while more costly initially, would pay off in the long run as the mulch will require more upkeep and will need to be replaced. The rock will last a very long time and is a better investment.

MOTION:

I make a motion to approve _____'s option no. _____ bid for _____ year(s) in an amount not to exceed \$ _____

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/25/2025

TIME
7:00PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Parks Department	APPROVED FOR AGENDA:
ITEM NO. 1	BY: Donnie Bailey, Facilities Supt	BY: KH

ITEM:

Mowing the airport, 9th Street Cemetery, and the South end of the City Lake.

BACKGROUND:

Mowing at the airport takes one person around four hours. The 9th 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 were put out for bid it would free up the parks department to focus on other tasks.

FISCAL NOTE:

*2025 Budget Contract Line = \$45,0000 with a note that \$35,000 is for cemetery mowing bids

1. Dalen Kistner bid \$6300 for one year.
2. All American Fencing bid \$20,000 each year for three years. (Total: \$60,000)
3. Pankaskie Co LLC bid \$19,400 each year for three years. (Total: \$58,200)
4. Jordan Keeffe bid \$13,000 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 out for bid. It would cut eight hours each week from our work load and allow us to spend that time on other maintenance tasks.

MOTION:

I move that we approve _____'s bid for \$_____ for ____year(s)

Employee Wges & Part Time Mowing Hours & Wages

Year	Regular Wages	Overtime	Hours	Wages	Total
2016	\$56,062.28	\$2,160.97	2552.5	\$22,853.38	\$81,076.63
2017	\$68,392.90	\$2,982.80	2432.5	\$22,595.27	\$93,970.97
2018	\$67,702.03	\$3,603.98	1868.5	\$17,720.52	\$89,026.53
2019	\$65,293.21	\$8,022.08	1922	\$17,853.55	\$91,168.84
Total			8775.5	\$81,022.72	
Average			2193.875	\$20,255.68	

Employee Wages & Mowing Contract

Year	Regular Wages	Overtime Wages	Mowing Contract	Total
2020	\$69,987.00	\$3,790.00	\$24,300.00	\$98,077.00
2021	\$64,707.00	\$10,837.00	\$27,500.00	\$103,044.00
2022	\$54,071.00	\$11,138.00	\$27,900.00	\$93,109.00
2023	\$88,686.00	\$11,538.00	\$20,150.00	\$120,374.00
2024	\$105,567.00	\$12,672.00	\$24,800.00	\$143,039.00

Employee Wages, Cemetery Mowing Contract, Airport/ 9th St Cemetery & Golf Course Mowing Contract										
	Parks/Property Supervisor	Parks/Property Assistant	Contractor Lowest bid option	Cemetery Contract	Contractor Options	Airport, Cemetery, Golf Course Mowing	Total Year 1	Total Year 2	Total Year 3	3 Year Total
Option 1	\$50,024.00	\$41,600.00	All American Fencing	\$29,000.00	Dalen Kistner Kistner Lawn Care	\$6,300.00	\$126,924.00			
Option 2	\$50,024.00	\$41,600.00	All American Fencing	\$29,000.00	Jordan Keeffe	\$13,000.00	\$133,624.00			
Option 3	\$50,024.00	\$41,600.00	All American Fencing	\$29,000.00	Pankaskie Co LLC Broch Kendall All American Fencing	\$19,400.00	\$140,024.00	\$140,024.00	\$140,024.00	\$420,072.00
Option 4	\$50,024.00	\$41,600.00	All American Fencing	\$29,000.00		\$20,000.00	\$140,624.00	\$140,624.00	\$140,624.00	\$421,872.00

Employee Wages, Cemetery Mowing Contract & 2 Part Time Mowers					
Parks/Property Supervisor	Parks/Property Assistant	Cemetery Contract	2 PT Mowing Wages	2 Additional Mowers	Total
Wages \$50,024.00	\$41,600.00	\$29,000.00	\$29,700.00	\$33,000.00	\$183,324.00
Option one is if the American and Union Cemetery contract is awarded to All American Fencing. They have lowest bid for this part of the mowing.					

Employee Wages, Cemetery Mowing Contract, Airport/ 9th St Cemetery & Golf Course Mowing Contract W/ Flint Hills Trail Bid Option 1

	Option 1		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$6,300.00		
Golf Course Bid Options			
Kistner Lawn Care			
Flint Hills Trail Option 1	\$13,515.00	\$6,500.00	\$12,090.00
Hallgren Lawn & Landscape			
(using mulch)			
Totals	\$140,439.00	\$129,872.00	\$138,292.00
3 Year Total			\$408,603.00

	Option 2		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$13,000.00		
Golf Course Bid Options			
Jordan Keeffe			
Flint Hills Trail Option 1	\$13,515.00	\$6,500.00	\$12,090.00
Hallgren Lawn & Landscape			
(using mulch)			
Totals	\$147,139.00	\$129,872.00	\$138,292.00
3 Year Total			\$415,303.00

	Option 3		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$19,400.00	\$19,400.00	\$19,400.00
Golf Course Bid Options			
Pankaskie Co LLC			
Flint Hills Trail Option 1	\$13,515.00	\$6,500.00	\$12,090.00
Hallgren Lawn & Landscape			
(using mulch)			
Totals	\$153,539.00	\$129,872.00	\$138,292.00
3 Year Total			\$421,703.00

	Option 4		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$20,000.00	\$20,000.00	\$20,000.00
Golf Course Bid Options			
All American Fencing			
Flint Hills Trail Option 1	\$13,515.00	\$6,500.00	\$12,090.00
Hallgren Lawn & Landscape			
(using mulch)			
Totals	\$154,139.00	\$129,872.00	\$138,292.00
3 Year Total			\$422,303.00

Employee Wages, Cemetery Mowing Contract, Airport/ 9th St Cemetery & Golf Course Mowing Contract W/ Flint Hills Trail Bid Option 2

	Option 5		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$6,300.00		
Golf Course Bid Options			
Kistner Lawn Care			
Flint Hills Trail Option 2	\$25,448.00	\$3,500.00	\$3,500.00
Hallgren Lawn & Landscape			
(using rock)			
Totals	\$152,372.00	\$126,872.00	\$129,702.00
3 Year Total			\$408,946.00

	Option 6		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$13,000.00		
Golf Course Bid Options			
Jordan Keeffe			
Flint Hills Trail Option 2	\$25,448.00	\$3,500.00	\$3,500.00
Hallgren Lawn & Landscape			
(using rock)			
Totals	\$159,072.00	\$126,872.00	\$129,702.00
3 Year Total			\$415,646.00

	Option 7		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$19,400.00	\$19,400.00	\$19,400.00
Golf Course Bid Options			
Pankaskie Co LLC			
Flint Hills Trail Option 2	\$25,448.00	\$3,500.00	\$3,500.00
Hallgren Lawn & Landscape			
(using rock)			
Totals	\$165,472.00	\$126,872.00	\$129,702.00
3 Year Total			\$422,046.00

	Option 8		
	Year 1	Year2	Year 3
Parks/Property Supervisor	\$50,024.00	\$51,524.00	\$53,069.00
Parks/Property Assistant	\$41,600.00	\$42,848.00	\$44,133.00
American & Union Cemetery	\$29,000.00	\$29,000.00	\$29,000.00
All American Fencing			
Lowest Bid			
Airport, 9th St Cemetery,	\$20,000.00	\$20,000.00	\$20,000.00
Golf Course Bid Options			
All American Fencing			
Flint Hills Trail Option 2	\$25,448.00	\$3,500.00	\$3,500.00
Hallgren Lawn & Landscape			
(using rock)			
Totals	\$166,072.00	\$126,872.00	\$129,702.00
3 Year Total			\$422,646.00

MOWING BID FORM

Date: 02/14/2025

Time: 11:00 AM

Location: City Council Chamber

FLINT HILLS WALKING TRAIL

Contractor	Address	Year 1	Year 2	Year 3
Hallgren Lawn & Landscape	Opt #1	\$ 13 515	6500	12 000
	Opt #2	25 448	3500	3500

AMERICAN & UNION CEMETERY BID

Contractor	Address	Year 1	Year 2	Year 3
Dalen Kistner	2185 RD 80 Hartford, KS, 66854	\$ 30,000	\$ 30,000	\$ 30,000
All American Fencing		2025 \$ 29,000	26 \$ 29,000	27 \$ 29,000
Pankaskie Co LLC		25 \$ 32,000	26 \$ 32,000	27 \$ 32,000

AIRPORT, 9TH ST CEMETERY, GOLF COURSE

Contractor	Address	Year 1	Year 2	Year 3
Dalen Kistner Kistner Lawn Care	2185 RD 80 Hartford, KS, 66854	\$6300		
All American Fencing		2025 \$20,000	26 \$20,000	27 \$20,000
Pankaskie Co LLC		\$19,400	\$19,400	\$19,400
Jordan Keefe		\$13,000	/	/

ATTENDEES

Name

Company

Broch Kendall

All American Fencing

Broch Burton

Burton Tree Care

Gary Thompson

Ooag City

Donnie Bailey

Ooag City

Sadie Brooks

Ooag City

Kari Hodge

Ooag City



All American Fencing & More

216 South 9th Street
Osage City, KS 66523

☎ (785) 817-4061
✉ codeadmin@osagecity.com

ESTIMATE	#308
ESTIMATE DATE	Feb 4, 2025
EXPIRATION DATE	Feb 26, 2025
TOTAL	\$29,000.00

SERVICE ADDRESS

201 S 5th St
Osage City, KS 66523

CONTACT US

104 N 9th St
Osage City, KS 66523

☎ (620) 705-2894
✉ allamericanhaullingllc@gmail.com

ESTIMATE

Services	qty	unit price	amount
Grounds Maintenance	20.0	\$1,450.00	\$29,000.00

All American Fencing and More would like to place a bid for -
Mowing of the Union Cemetery and the American Cemetery for the 2025 calendar year for a maximum of 20 times at \$1,450 per mow or \$29,000 for the year.
We'd also like to bid for the 2026 and 2027 calendar years at the same 20 maximum mows for \$1,450 per mow or \$29,000 for the year.

Thank you,
Kendall

Services subtotal: \$29,000.00

Total **\$29,000.00**



All American Fencing & More

216 South 9th Street
Osage City, KS 66523

(785) 817-4061
codeadmin@osagecity.com

ESTIMATE	#309
ESTIMATE DATE	Feb 4, 2025
EXPIRATION DATE	Feb 26, 2025
TOTAL	\$20,000.00

SERVICE ADDRESS

201 S 5th St
Osage City, KS 66523

CONTACT US

104 N 9th St
Osage City, KS 66523

(620) 705-2894
allamericanhauillingllc@gmail.com

ESTIMATE

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$433.85/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Grounds Maintenance	20.0	\$1,000.00	\$20,000.00

All American Fencing and More would like to place a bid for -
Mowing of the Airport, the 9th St. Cemetery and the South end of the Golf Course for the 2025 calendar year for a maximum of 20 times at \$1,000 per mow or \$20,000 for the year.
We'd also like to bid for the 2026 and 2027 calendar years at the same 20 maximum mows for \$1,000 per mow or \$20,000 for the year.

Thank you,
Kendall

Services subtotal: \$20,000.00

Jordan Keffe

Phone: 785-230-3096

Email: jjkeeffe@live.com

Date: February 10, 2025

To: City of Osage City

Scope of Work:

- Lawn mowing of 9th St. Cemetery, South End of Golf Course, and Airport
- Trimming around utility poles, fencing, buildings, trees and other objects
- Picking up of all litter prior to each mowing

Frequency of Service:

- As needed; maximum of 20 mows per growing season (April 1st to Oct. 31st)
-

Price Estimate:

- **Per Mowing:** \$650
-

Terms & Conditions:

- Contingent on first year; would be willing to sign extended contract
 - Best effort will be made to space out mowings throughout the season, adjusting for weather conditions and the lawn's needs
 - We are insured and will take responsibility for any accidental damage caused during service.
-

Jordan Keffe

J KEEFFE

Pankaskie Co. LLC

Name: Caydence Pankaskie

Email: pankaskiecompany@gmail.com

Phone: 620-203-1641

Address: 575 24th Rd Lebo, Kansas, 66856

Property Size:

Union: ≈ 8.3 acres

American: ≈ 21.6 acres

Bid subject:

Union and American Cemetery Mowing

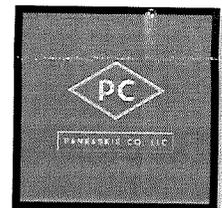
Service:	Description:						
Mowing:	Complete mowing of the Union Cemetery and American Cemetery with commercial-grade Exmark lawn mowers equipped with anti-scalping rollers, discharge shields, and sharp blades.						
Trimming:	Careful trimming around all fences, trees, utility poles, buildings, headstones, and entrances at every visit to create a consistent appearance throughout the properties.						
Debris Removal:	Removal and disposal of all trash, sticks, and other debris that may distract from the property's well-kept appearance.						
Price Per mowing:	<table border="1"><thead><tr><th>Year 1:</th><th>Year 2:</th><th>Year 3:</th></tr></thead><tbody><tr><td>\$1,600.00</td><td>\$1,600.00</td><td>\$1,600.00</td></tr></tbody></table>	Year 1:	Year 2:	Year 3:	\$1,600.00	\$1,600.00	\$1,600.00
Year 1:	Year 2:	Year 3:					
\$1,600.00	\$1,600.00	\$1,600.00					

Equipment List

Equipment	Job	Quantity
Exmark 72" mower	Mowing headstone rows / open fields	1
Exmark 60" mower	Mowing headstone rows / open fields	2
Push mowers	Mowing ditches	2
Stihl string trimmer	Trimming around buildings, trees, fences, etc.	3
Stihl edger	Edging hardscape	1
Stihl blower	Blowing clippings from headstones / hardscapes	1

Bid Notes:

The work outlined in this bid is to be done in a timely manner at each visit and in accordance with the best practices for lawn care as outlined in the K-State Research and Extension form **MF1155**. The frequency of mowing will be as needed, usually 10-14 days between mowing's depending on the weather. Additionally, Pankaskie Co. maintains a \$2,000,000 Commercial General Liability insurance policy.



Union and American Cemetery

Mowing Bid



Pankaskie Co. LLC

Name: Caydence Pankaskie
Email: pankaskiecompany@gmail.com
Phone: 620-203-1641
Address: 575 24th Rd Lebo, Kansas, 66856

Property Size:

Airport: ≈12.4 acres
 9th Street Cemetery ≈2.5 acres
 South of Golf Course ≈4.5 acres

Bid subject:

Airport, 9th Street Cemetery, and South of Golf Course Mowing

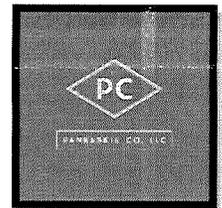
Service:	Description:		
Mowing:	Complete mowing of the properties with commercial-grade Exmark lawn mowers equipped with anti-scalping rollers, discharge shields, and sharp blades.		
Trimming:	Careful trimming around all fences, trees, buildings, headstones, and entrances at every visit to create a consistent appearance throughout the properties.		
Debris Removal:	Removal and disposal of all trash, sticks, and other debris that may distract from the property's well-kept appearance.		
Price per mowing:	Year 1: \$970.00	Year 2: \$970.00	Year 3: \$970.00

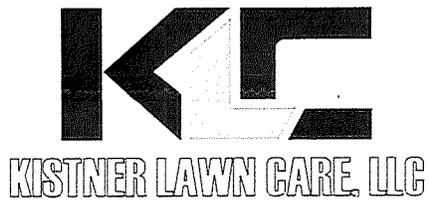
Equipment List

Equipment	Job	Quantity
Exmark 72" mower	Mowing headstone rows / open fields	1
Exmark 60" mower	Mowing headstone rows / open fields	2
Push mowers	Mowing ditches	2
Stihl string trimmer	Trimming around buildings, trees, fences, etc.	3
Stihl edger	Edging hardscape	1
Stihl blower	Blowing clippings from headstones / hardscapes	1

Bid Notes:

The work outlined in this bid is to be done in a timely manner at each visit and in accordance with the best practices for lawn care as outlined in the K-State Research and Extension form **MF1155**. The frequency of mowing will be as needed, usually 10-14 days between mowing's depending on the weather. Additionally, Pankaskie Co. maintains a \$2,000,000 Commercial General Liability insurance policy.





2185 Road 80 Hartford, KS
785-448-8567
dalenkistner@gmail.com

Customer: **Osage City Cemetery**

Bid Details:

1st Year (Per mow and Weedeat): \$1,500

2nd Year (Per mow and Weedeat): \$1,500

3rd Year (Per mow and Weedeat): \$1,500

Service Provided & Qualifications

- Mowing all stated grass areas
- Weed eating around all trees, and other structures
- Furnishes all equipment and labor to perform the job
- Has liability insurance

Why Choose KLC?

- Fast, efficient, top quality lawn care
- Excellent customer service (Meeting customer needs is our top priority)
- Dependable and Trustworthy
- We treat each property as if it was our own

References

- Craig Evans (785) - 248 - 6207
- Janis Goodning-Cambell (785) - 219 - 2245
- Dallas Shepard (620) - 481 - 9424
- Heather Finnerty (620) - 794 - 1226
- Carol Krueger (620) - 481 - 6536



2185 Road 80 Hartford, KS
785-448-8567
dalenkistner@gmail.com

Customer: Osage City

Bid Details:

City Lake: \$75, per mow
Airport: \$175, per mow
South 9th ST. Cemetery: \$65, per mow

Total per mow (Every 7- 10 days or as needed): \$315

Service Provided & Qualifications

- Mowing all stated grass areas
- Weed eating around all trees, and other structures
- Furnishes all equipment and labor to perform the job
- Has liability insurance

Why Choose KLC?

- Fast, efficient, top quality lawn care
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HALLGREN

LAWN & LANDSCAPE

Hello, my name is Colton Hallgren and my wife and I own and operate Hallgren Lawn and Landscape. I take great pride in this trail for I am an avid runner. I have run hundreds of training miles, multiple marathons and a 50-mile run on this very trail. I would love the opportunity to bid this project. It has taken a lot of work to get it to where it is today and I would love to help make it as beautiful as I can for everyone to enjoy.

This bid will be broken into different options. Option #1 will be for mulch. Option #2 is for edging, fabric, and rock. Each option will be a three-year bid. I've also priced putting wrap around seasonal containers on each new light pole along our piece of the trail. Both Landscape options include replacing the currently dead plants in the beds as well as mowing between 13th street and the HWY 31 trail head. Thank you for your consideration.

Option #1 Mulch

This option includes eliminating current weeds in beds, prep/shape beds, edge borders so mulch stays in the bed (see attached picture), Replace dead plants, put down pre-emergent, fertilize, spray, and trim all plants, lay fresh mulch 2in deep, Mowing the trail and pulling weeds every time the trail is mowed.

With this option, the maintenance cost will be more because weeds will need to be pulled once a week during the growing season.

There are 33 separate landscape beds along the trail with a total area of 7,468.48 SQFT. Also, throughout these beds, there are 6 dead grasses and 39 dead red knockout rose plants all other plants (including the trees) are healthy. Plant replacement will be \$1,515.00 (Roses are \$35ea and grasses are \$25ea) The plants that I replace will have a one-year warranty.

First year price

Plant Replacement-\$1,515.00

Landscape Beds Prepped and mulched-\$7,000

Mowing and weeding of the beds-\$250 each mow



Option #2 Rock

This option includes prep/shape beds, edge borders, install 14ga metal edging, install double woven nylon fabric, replace dead plants, fertilize, spray, and trim all plants, install Kansas river rock, and mowing the trail. This option doesn't require any weed pulling. If any weeds are present during the growing season, they will be pulled for free.

For the edging, the landscape beds together have 2,196.50 linear feet of border if you take away the edges that are next to concrete and don't require edging, that leaves 1,752.3 linear feet of border that requires edging. Edging is \$35 per 10 feet. Kansas river rock is pictured below.

First year price

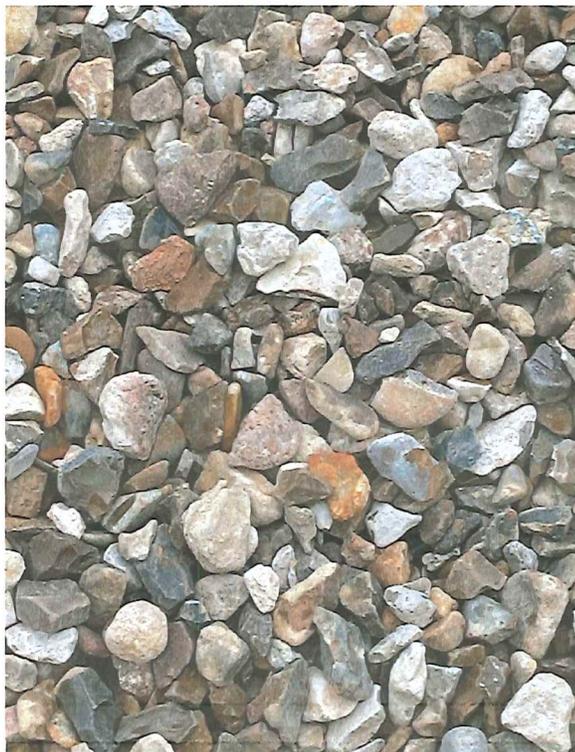
Plant Replacement- \$1,515.00

Fabric and staples-\$1,800.00

1,752.3 linear feet of edging installed- \$6,133.05

Landscape beds prepped and 48 ton of river rock installed- \$12,500

Mowing- \$175 each mow



Option #1 Mulch

First year total including mowing and bed maintenance - \$13,515.00

Second year (rake mulch, mowing and bed maintenance)-\$6,500

Third year (new mulch, mowing and bed maintenance)-\$12,000

Three-year total-\$32,015.00

Option #2 Rock

First year total including mowing and bed maintenance- \$25,448.05

Second year including mowing and bed maintenance-\$3,500

Third year including mowing and bed maintenance-\$3,500

Three-year total-32,448.05

Seasonal Containers

Another thing we offer are seasonal containers. This is a bid for putting a seasonal wrap around container on all ten of the new light poles along the trail. The first-year cost is \$450 per post and then \$125 for a refill every year after that. We can also maintain these (water 3x per week, fertilize and trim).

Wraparound \$390 per pole

Hardware and bracket \$60 per pole

Seasonal refill \$125 per pole

Yearly maintenance on all containers
\$2,000



CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/25/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Utilities	APPROVED FOR AGENDA:
ITEM NO. 2	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Governmental Assistance Services Contract for KDHE Admin Support

BACKGROUND:

Governmental Assistance Services is providing KDHE and CDBG administrative support for our current sewer project C20 3084 01 with Municipal Pipe Tool and we have a contract for KDHE administrative support for the next sewer project (phase 5) when the loan is approved for this project. However, we do not have a contract with Governmental Assistance Services on our current sewer project C20 1677 01 with Infrastructure Solutions. Administrative duties would include tracking payrolls and other KDHE admin duties.

FISCAL NOTE:

COUNCIL ACTION:

1. Approve the contract with Governmental Assistance Services to provide KDHE administrative support for the current sewer project C20 1677 01
2. Reject the contract with Governmental Assistance Services to provide KDHE administrative support for the current sewer project C20 1677 01
3. Table discussion to a later meeting

MOTION:

1. I move that we approve the contract with Governmental Assistance Services to provide KDHE administrative support for the current sewer project C20 1677 01 in an amount not to exceed \$35,000

CONTRACT FOR KDHE ADMINISTRATION SERVICES
FOR THE CITY OF OSAGE CITY, KANSAS
SEWER SYSTEMS IMPROVEMENTS PROJECT

THIS CONTRACT made this 25th day of February 2025, between WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES (THE CONSULTANT), PO Box 187, Lawrence, Kansas 66044, and the CITY OF OSAGE CITY, KANSAS (THE CITY).

WHEREAS, THE CITY, is engaged in a Community Improvement project, and,

WHEREAS completion of this project requires the services of a qualified Administrator FOR KDHE LOAN ADMINISTRATION.

NOW, THEREFORE, THE CITY engages the services of THE CONSULTANT upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

The CITY may terminate this Contract, in whole or in part, at any time by written notice to THE CONSULTANT.

In event of termination, all finished or unfinished documents, studies and reports prepared by THE CONSULTANT, under this Contract, shall remain the property of THE CONSULTANTS until THE CONSULTANT receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of THE CONSULTANT to be performed hereunder. Such changes, including any increase or decrease

in the amount of THE CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. THE CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All the services required hereunder will be performed by THE CONSULTANT or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE CONSULTANT

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by THE CONSULTANT.

These services will include, but are not limited to the following:

- Preparation of reports and paperwork to be submitted to State departments involved in the project.
- Perform necessary account procedures, relating to this project, until project is completed.
- Assist the City and Contractors with adherence to Affirmative Action rules and regulations.
- Review KDHE payment requests and check these against invoices.
- Process payment requests promptly.
- Work closely with City Staff throughout entire project.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.

- Work closely with all State departments and furnish additional information they may request.
- Perform additional duties as may be required.
- Apply for any necessary time extensions.
- Provide proper close-out requested by State departments involved in project.
- Operate within Federal and State guidelines, specifically:
 1. Title VI Civil Rights Act of 1964
 2. Section 109 Certifications
 3. Section 504 Certifications
 4. Age Discrimination Act of 1975
 5. Fair Housing Amendments Act of 1988
 6. Executive Order 11063 Certifications
 7. Kansas Act Against Discrimination
 8. Executive Order 11246 Certifications
 9. Section 3 Certifications
 10. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974
 11. Section 503 of the Rehabilitation Act of 1973 as amended
 12. 24 CFR 85 as modified by CFR 570 Subpart J
 13. Title 1 of the Housing & Community Development Act of 1974 as amended
 14. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act)
 15. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912)
- Assist the City in developing a financial management system which will meet State and Local standards.
- Comply with all applicable laws, ordinances, and codes for the State and Local governments, including the attached "KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS"
- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. THE CONSULTANT will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

THE CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by THE CITY, setting forth the provisions of this non-discrimination clause.

5. AUDIT

THE CITY will be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project if required. The expense for this audit will be a responsibility of the City.

6. INTEREST OF THE CITY'S GOVERNING BODY

No member of the Governing Body of the CITY, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and THE CONSULTANT shall take appropriate steps to ensure compliance.

7. INTEREST OF THE CONSULTANT AND EMPLOYEES

THE CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONSULTANT further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY agrees to pay THE CONSULTANT a fee for the services outlined.

The fee, for these services, will be as follows:

Services will be billed at \$130.00 per hour not to exceed \$35,000 for the administration. If the project has an additional time extension past the projected 24-month completion date, and the \$35,000 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$130.00.

In no way can the contract be changed without a written amendment approved by the CITY.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

Brian Stromgren - Mayor

ATTEST: _____
Amy Woodward - City Clerk

(SEAL)



Brett Waggoner
Western Consultants DBA GAS

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

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

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

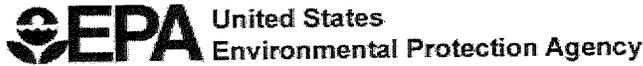
CONTRACTOR'S
SIGNATURE Beth Wiggom

MUNICIPALITY City of Osage City, KS

TITLE Partner - Western Consultants DBA GAS

KPWSLF NO. C20-1677-01

DATE 02/18/25



C20-1677-01

KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Brett Waggoner - Owner - Western Consultants dba GAS

Typed Name & Title of Authorized Representative

Brett Waggoner 02/18/2025
____ Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/25/2025

TIME
7:00 P.M.

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

ITEM:

KCAMP—Kansas County Association Multiline Pool
Presentation by David Luke, KCAMP Administrator/CEO

BACKGROUND:

KCAMP was formed in 1991 as a insurance pooling program that allows public entities to share the cost of risk

Burlingame switched to KCAMP in 2022. Previously, Burlingame was with EMC Insurance through Schaffer's Insurance in Burlingame. Patty Atchison, Burlingame City Clerk, said that when they compared KCAMP to EMC, KCAMP had comparable or better coverage and deductibles than EMC. They saved money by switching.

Patty reported that they have used KCAMP's HR support when completing their employee handbook and they have not used the Driver's Safety Course yet, but plan to in the future.

FISCAL NOTE:

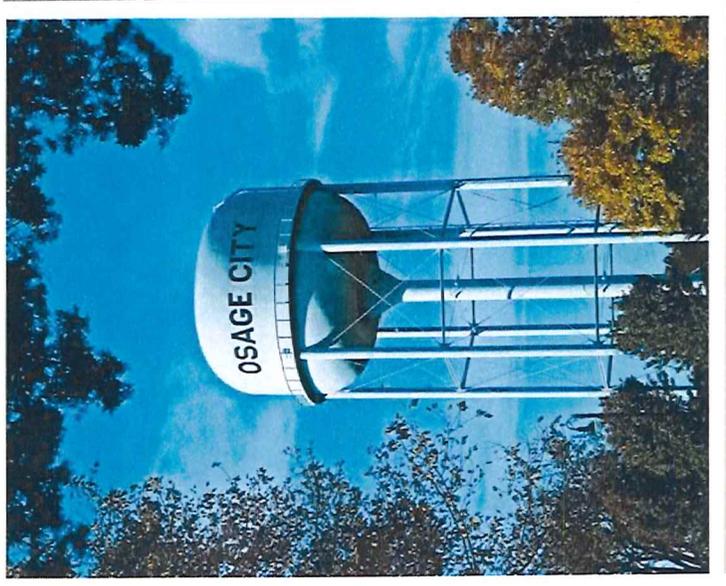
COUNCIL ACTION:

MOTION:

KCAMP

Presentation to
City of Osage City

February 25, 2025



What is KCAMP?

Interlocal agency formed under Kansas statute allowing public entities to jointly self-insure their property and casualty risks

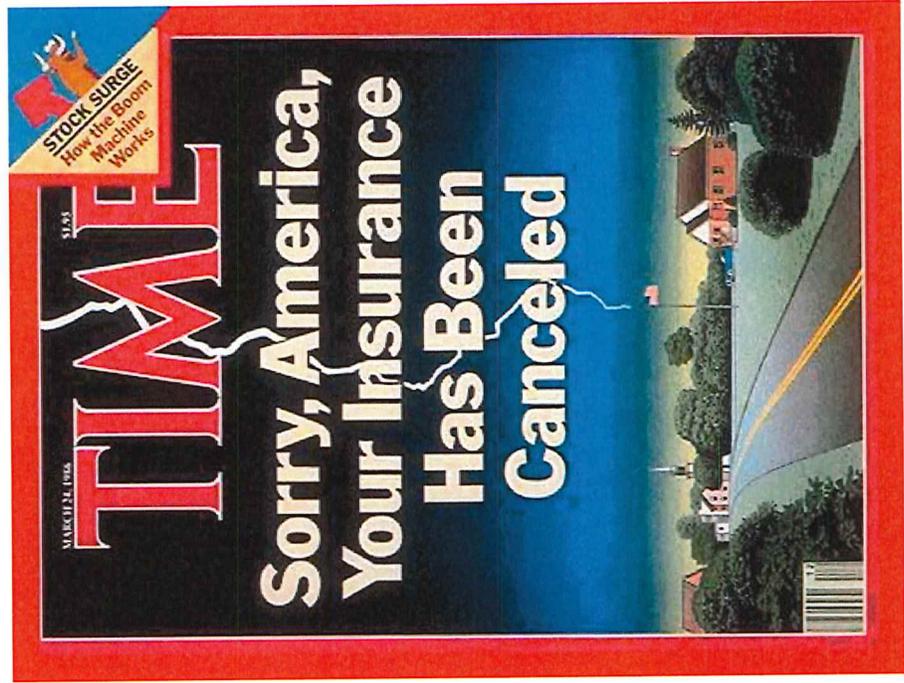
Regulated by the Kansas Insurance Department

Not an insurance company - separate statutes / regulations apply

Mission Statement

The mission of the Kansas County Association Multiline Pool is to deliver high quality coverage and risk management services to its members in a manner which provides long-term financial stability, minimization of risks and protection of mutual interests.

History



March, 1986 – TIME Magazine documents the insurance crisis in America.

Around the U.S., many local governmental entities found that coverage was either priced out of their reach or completely unavailable.

Why Pooling? Program Advantages

Pooling
allows
public
entities
to:

Share cost of risk among
similar entities

Determine scope/terms of
own coverage

Control claims and litigation
management

Reap benefits of group
purchase

Tailor risk control programs

Member oversight of
program equity

Pooling vs. Commercial Insurance

80% of public entities (over 90,000) obtain coverage from a risk pool

Member-owned,
Member-funded,
Member-Directed

Not Profit-driven –
Goal is to contain
and stabilize costs

All programs designed to manage risk and exposure for Kansas public entities

KCAMP Overview

Formed in 1991 – over 30 years as the leading provider of property and casualty coverage and services to Kansas municipalities

Began with 37 Counties

Today 81 of the 105 counties are members – plus 1.1 city members and 21 other municipalities

Broad, tailored coverage

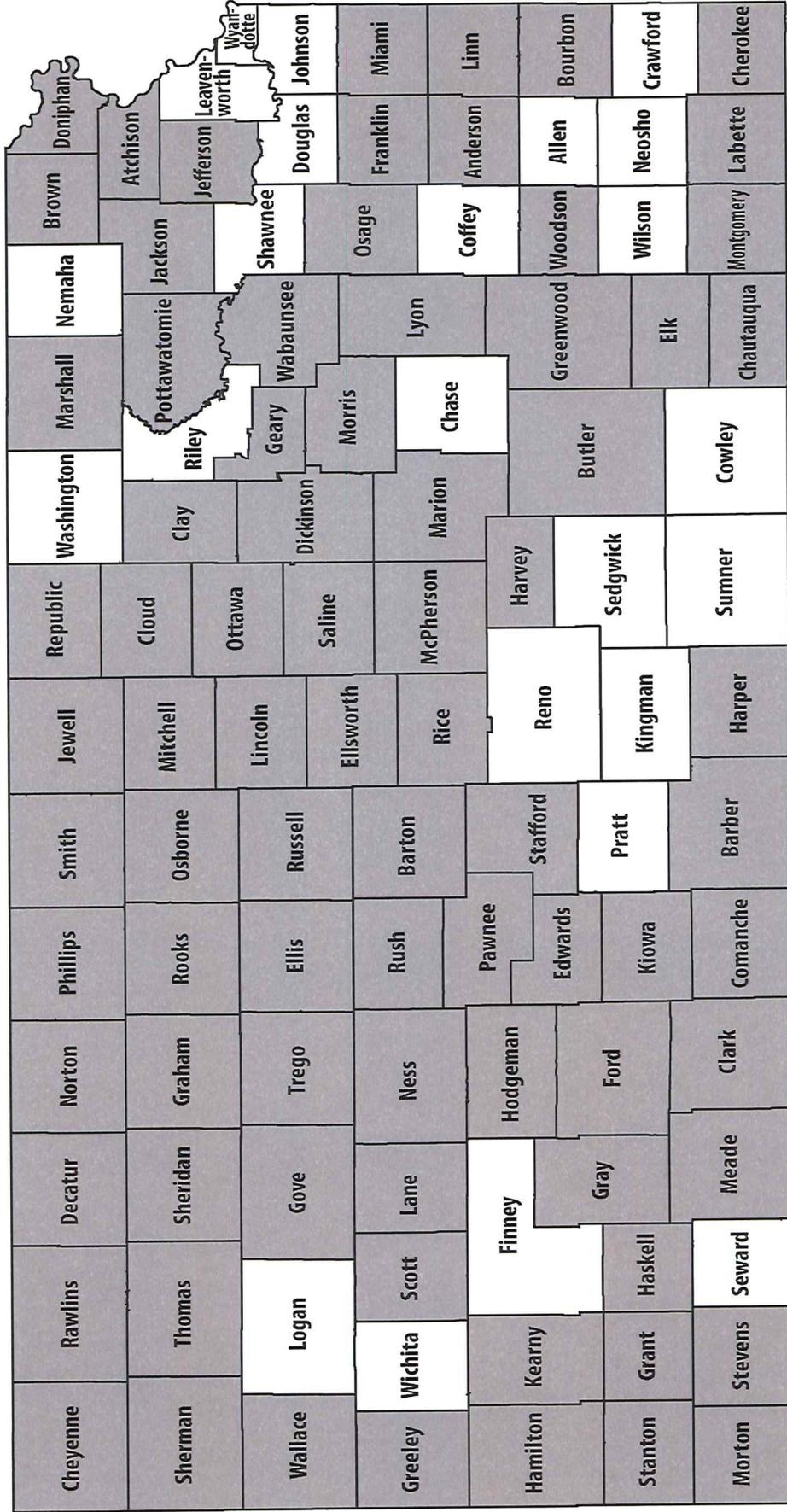
Prudent limits

Stable rates

Extensive risk management services

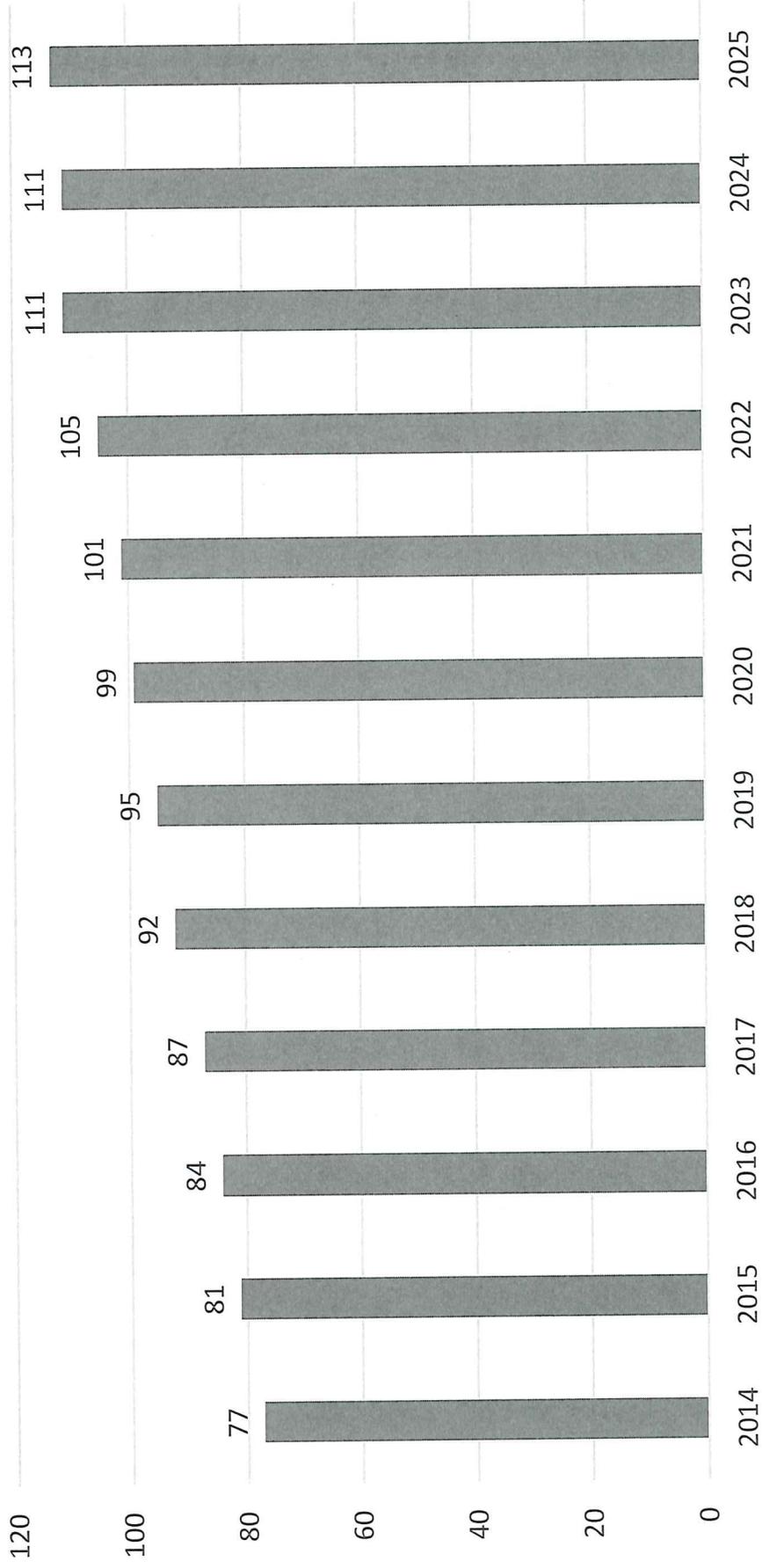
Strong net asset position

County Membership



2025 County Members (shaded)

MEMBERSHIP GROWTH



KCAMP Governance

7 Member Board of Trustees

- Elected by the Members
- Serve 3-year terms

Board elected officers:

- President
- Vice-President
- Secretary
- Financial Controller
- Claims Controller

Committees:

- Executive
- Financial/Audit
- Investment
- Nominating

Board of Trustees

John Smith, President (Stanton County Commissioner)

Sarah Rains, Vice-President (Hodgeman County Clerk)

Keith Becker, Secretary (McPherson County Commission)

Dawn Harlow, Financial Controller (Lincoln County Clerk)

Kendal Lothman, Claims Controller (Kiowa County Sheriff)

Justin Clark (Woodson County Commission)

Mark McGaughey (Grant County Commission)

Note: Board elected to three-year terms by membership.
Officers elected by Board to one -year terms.

KCAMP Staff (Topeka)

David M. Luke, JD, ARM
Administrator/CEO

Susan Flynn
Executive Assistant

Maura Chambers, ARM, AIC
Deputy Administrator

Reed McGregor, AIC, AIM
Claims & Litigation Manager

James Gambrell, AIC, CLU
Senior Claims Representative

Lauren Lewis, AIC, AINS
Claims Representative

Patrick Smith
Risk Manager

Sheriff Ed Harbin (Ret)
Law Enforcement Specialist

David Lamb
Member Services Representative

Coverage Lines

General Liability

Automobile Liability

Law Enforcement Liability

Public Officials' Errors and Omissions Liability

Employee Benefits Liability

Professional Liability for Nurses and EMTs

Cyber Liability

Property Including Flood, Earthquake and Terrorism

Equipment Breakdown

Crime

Surety

Tailored Coverage – Liability

Liability

Higher Liability Limits for Non-KTCA Claims

Additional Defense Costs Outside the Limits

No Aggregate Limits for General Liability or Automobile Liability Coverages

Crisis Response Coverage Included

Sub-limited Coverage for Injunctive Relief Claims

Tailored Coverage - Property

Property -

“All Risks” Coverage

Replacement Cost on Buildings & Contents

Physical damage coverage (ACV) on all vehicles and equipment regardless of age

Automatic coverage for property, vehicles and equipment purchased mid-year at no charge (valued under \$2.5MM)

Flood, Terrorism and Earthquake coverage included

Cyber Coverage with prudent limits of protection

2025 Property Program Structure

Limits	Equipment Breakdown \$50MM Sublimit	Earthquake \$5MM Sublimit	Flood \$10MM Sublimit (\$1MM for SFHA Locations)	All Other Perils
\$1 Billion				
\$30,000,000		Multiple Lloyds and Bermuda Syndicates xs \$30MM		
\$5,000,000			CRL Property Plus \$25MM xs \$5MM	
\$400,000			County Reinsurance Limited (CRL)	
			KCAMP \$400,000 Retention	
				Standard Member Deductibles: All Other Perils - \$5,000; Equipment Breakdown - \$5,000; APD & Mobile Equipment - \$2,500 Convective Storm - \$10,000 ; EQ - \$10,000 ; Flood SFHA Flood Locations – Lesser of available NFIP Limit or \$500,000

2025 Liability Program Structure

	General Liability	Automobile Liability	Public Officials Liability	Law Enforcement Liability	Limited Professional Liability (Nurses/EMTs)	Cyber Liability Liability \$1MM Limit
\$3,000,000 Limit for Claims Not Governed by Kansas Tort Claims Act						
\$500,000 additional defense costs provided			County Reinsurance Limited (CRL) \$2.5MM xs \$500,000 (\$500,000 Additional Payments Provision)			
\$500,000 Limit for Claims Governed by Kansas Tort Claims Act				KCAMP \$500,000 Pool Retention		
	Member Deductibles range from \$0 to \$10,000 for Public Officials and/or Law Enforcement Liability. Cyber Liability member retention is \$10,000. Sexual Abuse Molestation limited to \$500,000 each occurrence – no defense costs outside the limit.					

- *Based on 2023 Audited Financial Report

- **Members' Fund Balance of \$23,171,096**

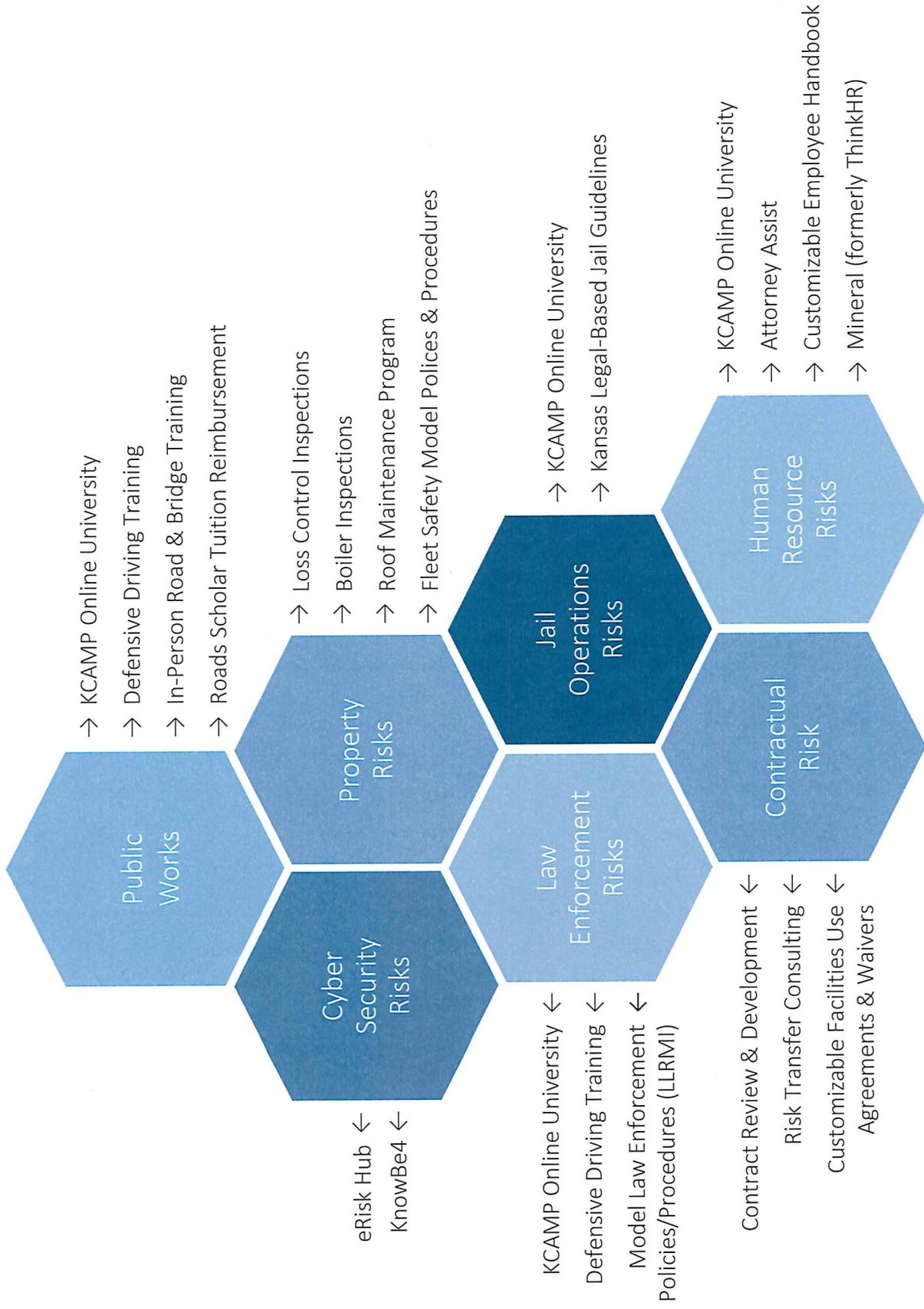
- **Returned over \$1.8MM to our members in the form of dividends and contribution credits since 2012**

Surplus or Leverage Ratios*

KCAMP "Baseline" Measurement

Net Contributions to Net Assets	0.41 : 1	≤ 2:1	Measures degree to which net assets leveraged by contribution inadequacy
Reserves to Net Assets	0.42 : 1	≤ 3:1	Measures degree to which net assets are leveraged by possible reserve inadequacies
Net Assets to Self Insured Retention	46 : 1	≥ 10:1	Measures degree to which net assets are leveraged by multiple occurrences in pool layer
Change in Net Assets	7%	≥ -10%	Measures change in net assets from one program year to the next. Adverse development may warrant conservative funding decisions.

Risk Management Overview



Questions?



Please contact us!



David Luke, Administrator/CEO

- 835 SW Topeka Boulevard
- Topeka, Kansas 66612
- 1-800-240-9828 (Toll-Free)
- 785-215-8503 (O)
- 785-338-1504 (C)
- davidluke@kcamp.org
- www.kcamp.org



CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/25/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Utilities	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Director Positions 1 & 2

BACKGROUND:

The City of Osage has two Kansas Municipal Energy Agency (KMEA) Board delegates, along with an alternate (Katie Hodge). Currently, Craig is Director No. 1 and Dale is Director No. 2. The Director No. 1 position (Craig's) is expiring this year. Dale would like to switch Director No. 1 and Director No. 2 appointees. Dale would like to be appointed as Director No. 1 and Craig to be appointed Director No. 2.

FISCAL NOTE:

COUNCIL ACTION:

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

MOTION:

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



CERTIFICATE – DIRECTOR-1

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-1** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Osage City, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 25th day of February, 2025; and

Name:	<u>Dale Schwieger</u>	Title:	<u>Utilities Director</u>		
Address:	<u>201 S. 5th Street PO Box 250</u>				
City:	<u>Osage City</u>	State:	<u>Kansas</u>	Zip Code:	<u>66523</u>
Office Phone:	<u>785-528-3714</u>	Cell Phone:	<u>785-219-2976</u>	Fax:	<u> </u>
Email Address:	<u>dschwieger@osagecity.com</u>				

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term ending on April 30, 2027.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 25th day of February, 2025.

City Clerk

Osage City, Kansas



CERTIFICATE – DIRECTOR-2 (UNEXPIRED TERM)

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to fill an **unexpired term** on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.6 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Osage City, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 25th day of February, 2025; and

Name:	<u>Craig Croucher</u>	Title:	<u>Gas/Water/Sewer Supervisor</u>		
Address:	<u>201 S. 5th Street PO Box 250</u>				
City:	<u>Osage City</u>	State:	<u>Kansas</u>	Zip Code:	<u>66523</u>
Office Phone:	<u>785-528-3714</u>	Cell Phone:	<u>785-219-1080</u>	Fax:	<u> </u>
Email Address:	<u>ccroucher@osagecity.com</u>				

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to fill an unexpired term on the KMEA Board of Directors; the term to begin immediately upon execution of this Certificate and end on April 30, 2026.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 25th day of February, 2025.

City Clerk

Osage City, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: ferguson@kmea.com



Legislative Update

February 17, 2025 | Report from KMU Legislative Liaisons Kimberly & Joshua Svaty

At A Glance

- House of Origin deadline looms Friday; hundreds of bills will stall
- Proposal to rename the Docking State Office Building to Dole
- First test of election results in veto override discussion.
- New classification of infrastructure created under bill known as "High impact transmission line"

Looking Ahead

February 21
First Turnaround

February 25
Legislature resumes the session

Kimberly & Joshua Svaty
KMU Legislative Liaisons
Gencur Svaty Public Affairs
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Kimberly
313.486.4446
kimberly@gencursvaty.com

Joshua
316.85.472.7794
joshua@gencursvaty.com



Week Six

Turnaround Week

The end of this week marks the Turnaround, or House of Origin, deadline. As the name implies, non-exempt bills must pass the chamber in which they were introduced this week to remain alive for the balance of the session. Bills that started in exempt committees such as budget writing, tax or federal & state affairs committees, do not have to adhere to the same deadlines although many try to do so. Lawmakers have one more day of committee work on Monday followed by the balance of the week debating bills on the floor. Lawmakers will return next Tuesday to the Statehouse to start the second half of the session. Next week's report will provide a full run down on the activities of the week and the status of session driving bills and bills of interest.

The House is putting the finishing touches on its budget. Recent budget action included eliminated funding for more than 1,000 vacant full-time state government positions except for open positions at State hospitals and corrections facilities. The Senate Government Efficiency Committee took similar action except the House budget committee added an amendment that allowed agencies to appeal to the State Finance Council the need for the positions and funding. The Senate bill does not have an appeals process.

Going into this week, the House Appropriations Committee has pared back the state budget by \$128 million or by about 1.5% however there is already a property tax related bill on the table that could lower state revenues by \$823 million. There are also questions about the loss of federal program funding and what that could mean for the State budget, state higher education institutions or markets for farmers and Kansas businesses which could in turn impact the state budget.

The House Appropriations Committee added \$19 million to the budget to address cost overruns in the overhaul of the Docking Office Building. The Docking Building stood across from the Statehouse for decades. It houses the HVAC system for the Statehouse which was a key driver as to why the building was not completely torn down but rather scaled back from nine stories to a three story building leaving the basement housing the mechanical systems and equipment intact. Project cost overruns and the need to furnish the building necessitated the additional budget allocation. Lawmakers also proposed renaming the building the Dole State Office Building after the former United States Senator instead of retaining the Docking State Office Building name which honored a former Governor.

No less than nine constitutional amendments could be added to future primary and general election ballots. Most ballot initiatives involved property tax matters however one would call for the election of Kansas Supreme Court justices and another makes a slight modification to a proposal on the 2022 primary election ballot which failed that would have given the Legislature increased authority over rules and regulations implemented by state agencies. Post session, a final account of the number of ballot initiatives that end up advancing this session will be provided.

Legislation sought by business groups, colloquially referred to as the “regulatory sandbox” proposal advanced from a House committee. Under the bill, newly emerging industries would be allowed to operate for several years free of regulatory oversight or adherence to existing rules and regulations.

Legislation extending a sales tax exemption to qualified data centers passed out of a key Senate committee.

Legislation sought by the Kansas banks will continue to be debated this session. Under the proposal, certain idle municipal funds would be redirected, and it gives local banks a preferential look for municipal projects investments at rates with greater benefit to the local bank. Negotiations between the parties continue.

Legislation advanced from a House committee that would fast track building permits in Kansas. A Florida think tank requested introduction of the bill and noted that there wasn't a problem per se with building permit delays in Kansas.

The House Local Government Committee Chair announced that he would request an interim committee hearing on legislation introduced for the third legislative session to alter the three-mile planning radius around city limits.

KMU-supported water/wastewater operator certification bill advanced from the House Water Committee and final action awaits for various water funding bills.

KMU testified in favor of legislation in the House Water Committee that would further increase technical assistance funding for Kansas water and wastewater systems, supported a Water Taskforce bill in the House Agriculture Committee that would help guide future water investments

and develop a plan and funding mechanism for long range water programs and funding.

The House Energy & Utilities Chairman continues to bring the state's utilities with distributed energy solar advocates to discuss changes to existing parallel generation statutes. HB 2149 was introduced by the rooftop solar industry. The bill has not had a hearing but remains in committee as the Chairman guides conversations between the parties. Key points of discussion include cost recovery thresholds, how to calculate a base price and how much power can be sent back to the grid by self-generators.

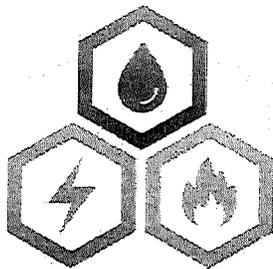
Legislation requiring cable companies to be reimbursed for moving infrastructure in the public right of way is still being considered as is legislation requiring third party entities to own EV charging stations, not incumbent utilities.

The House passed legislation requiring collocation of law enforcement equipment on utility poles in the public right of way.

A new bill was introduced late last week that is exempt from deadlines that creates a new classification transmission infrastructure called “high impact transmission lines.” Under the bill, such lines are longer than 10 miles and are at least 340 (that is not a typo, that is voltage level employed in the bill) kilovolts. The new line type would require legislative approval prior to construction.

Closing

More bills continued to be filed and introduced despite the looming deadlines. It is certain that there will be a lot of bills left behind this week and this session. A full rundown after this week's deliberation will be distributed. In the meantime, please call/text or email, Kimberly and Josh with any questions.



2025 KMU CONFERENCE

APRIL 23-25, 2025 | HYATT REGENCY - WICHITA, KS

[»» CLICK HERE TO LEARN MORE ««](#)