

OSAGE CITY COUNCIL

Regular Meeting

June 24, 2025

7:00 p.m.

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

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

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

Meeting ID: 294 718 263 301

Passcode: UT9sw62f

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

Phone Conference ID: 352 887 245#

I. Routine Business

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



II. Consent Agenda

1. Approval of June 10, 2025 Regular Meeting Minutes

III. Business Before the Council

1. Discussion about the volume of traffic on Lakin (Discussion)—Daniel Hendricks, resident of Osage City
2. Discussion on implementing a new policy allowing kayaks, paddleboards and boats with electric motors on the City Lake (Discussion)—Jodi Tillman, resident of Osage City
3. Approval of Ordinance No. 1703 repealing Ordinance No. 1387 to re-establish the east 90ft. of Schenk Street and 80ft north-south easement as originally platted (Action Required)—Katie Hodge, City Manager
4. Approval of the 2025 Street Maintenance Project bid by Killough Construction (Action Required)—Fred Hallowell, Street & Sanitation Superintendent
5. Approval of Change Orders No. 1 & 2 for the East Area Sewer Project (Action Required)—Katie Hodge, City Manager
6. Appointment of Dale Schwieger KMGA Board of Directors (Action Required)—Katie Hodge, City Manager

IV. Adjournment

Next Ordinance # 1704

Next Resolution # 1139

Next Charter Ordinance # 20

The City of
Osage City
Kansas

CITY OF OSAGE CITY
COUNCIL MEETING
June 10, 2025

ROLL CALL: Now on this 10th day of June, 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 Gilliland, Mike Handly, Cathryn Houghton, Susan Smith, Jeanette Swarts, and Jeff Tice. City Staff present: Sadie Boos, City Treasurer; Rick Godderz, City Attorney; Katie Hodge, City Manager; Dale Schwieger, Utilities Director; Amy Woodward, City Clerk. Others Present: Jim Paul, Fair Board; Scott & Kara Martin, Property Owners of 802 N 12th Street.

APPROVAL OF THE AGENDA:

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

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of May 27th, 2025 Regular Meeting Minutes

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

BUSINESS BEFORE THE COUNCIL:

1. **Approval of Ordinance No. 1701 Conditional Use Permit for 802 N. 12th Street, owners Scott & Kara Martin (Action Required) – Katie Hodge, City Manager**

At the May 21st Planning & Zoning Committee meeting a public hearing was held to receive public comments regarding the Martin's proposed metal sided home. The Committee voted unanimously to recommend the City Council adopt Ordinance 1701 approving the conditional use permit for 802 N 12th St.

Motion made by Houghton, second by Gilliland to approve Ordinance No. 1701 for conditional use permit for 802 N. 12th Street. The motion was declared carried (8-0).

2. **Carnival Discussion (Information/Potential Action) – Jim Paul, Fair Board**

Jim Paul discussed the upcoming Fair. Pre-sale tickets have arrived and have been distributed to area businesses. Radio advertisements have been scheduled with three stations and a ticket giveaway over the radio will also be held. The goal is to increase attendance/ticket purchase to allow for a multi-year contract with the Carnival vendor. Paul requested funding from the city to pay for a few of the remaining items the Osage County

Historical Society Display, the Radio Ticket Giveaway and the awards for the Baby Race Contest, totaling \$1,250.00.

Motion made by Gilliland, second by Houghton to approve giving the Fair Board \$1,250.00 as monetary support for the 2025 Fair. The motion was declared carried (8-0).

3. Approval of Ordinance No. 1702 Authorizing the execution of a loan agreement between the City of Osage City and the Kansas Department of Health and Environment (Action Required) – Katie Hodge, City Manager

City Manager, Katie Hodge, reviewed with Council the South Area Project loan, which is for sewer rehabilitation in the area. This project will include televising, cleaning, and repairing an estimated 4,000 linear feet of piping and making repairs or replacing approximately 40 manholes. It will also help to identify structural and infiltration inflow issues.

Motion made by Houghton, second by Smith to approve Ordinance No. 1702 executing the loan agreement between the City of Osage City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for the repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement. The motion was declared carried (8-0).

4. Approval of the City's revised Purchasing Policy (Action Required) – Katie Hodge, City Manager

City Manager, Katie Hodge, presented the updated purchasing policy agreement allowing for an increase from \$10,000 to \$15,000 in spending authority. She noted the last update to this policy appeared to be in 2008. Hodge also noted the need to strike paragraph 15, which was loosely worded allowing Department Heads additional purchasing power without significant oversight.

Motion made by Smith, second by Handly to approve the City's revised purchasing policy, increasing the City Manager's spending authority to \$15,000.00 and strike paragraph 15 from the document. The motion was declared carried (8-0).

5. Executive Session for Data relating to the financial affairs of second parties to include the Mayor, City Council, City Attorney, City Manager, City Clerk, City Treasurer, and Utilities Director for a period of 15 minutes – Katie Hodge, City Manager.

Motion made by Tice, second by Ayers to enter into executive session at 7:37 p.m. for a period of 15 minutes, to discuss data relating to the financial affairs of second parties to include Mayor, City Council, City Attorney, City Manager, City Clerk, City Treasurer, and Utilities Director. The motion was declared carried (8-0).

Mayor Stromgren declared council back in regular session at 7:52 p.m. with no action taken.

ADJOURNMENT: *At the request of Council Member Bausman and on her 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
06/24/2025

TIME
7:00 P.M.

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

ITEM:

Daniel Hendricks, resident of Osage City, requested a discussion with the council about the volume of traffic on Lakin Street

BACKGROUND:

FISCAL NOTE:

COUNCIL ACTION:

STAFF RECOMMENDATION:

MOTION:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
06/24/2025

TIME
7:00 P.M.

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

ITEM:

Jodi Tillman, resident of Osage City and local business owner, requested a discussion with the council about the implementing a new policy allowing kayaks, paddleboards, and boats with electric motors on the city lake

BACKGROUND:

Previously the council has been reluctant to allow kayaks, paddleboards, etc. on the City Lake because of zebra mussels. The City Lake serves as a secondary water source for the Osage City and others who purchase water from the City of Osage City. Zebra mussels pose a significant threat to city water sources by clogging pipes, damaging infrastructure, and impacting water quality. The mussels attach to hard surfaces like water intake pipes and form a cluster that restricts water flow, pressure, and damages pipes. The mussels can damage pipes, screens, and other components of the water treatment and distribution system. Currently the city uses a special screen at the end of our Melvern intake pipe and we treat the water with potassium at the location to prevent mussels. Zebra mussels are primarily transported by human activities with boats and boat equipment being the main source of transport.

The city's current code does not allow for any boating activity or swimming, including the use of personal floating devices on/in the City Lake.

FISCAL NOTE:

COUNCIL ACTION:

1. Recommend an ordinance be drafted to allow _____ on the City Lake
2. Reject allowing any type of boating activity or floatation device on the City Lake, keeping with the current code in place
3. Table discussion to a later date
4. Take no action—leaving the city code in place in which no boating activity, swimming, or personal floatation device is allowed on/in the City Lake

STAFF RECOMMENDATION:

Staff recognize the recreational aspect of allowing boating and/or floatation devices on the City Lake. However, our City Lake was established as a water source for our citizens and is now used as a secondary water source. Therefore, it is recommended that we remain steadfast with the city code we have in place and that is we do not allow any type of boating activity or floatation device on/in the City Lake as we have a responsibility uphold in providing a working secondary source as promised to those we serve which is our city, Rural Water 7, Burlingame, and Harveyville (Burlingame sells to

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
06/24/2025

TIME
7:00 P.M.

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

Harveyville).

MOTION:

- A. I move we recommend city staff draft an ordinance to allow _____ on the City Lake
- B. I move we reject allowing any boating activity/flotation device on the City Lake, keeping with the current city code



Request to be Placed on the Council Agenda

Name: Jodi Tillman

Address: 727 S 4th St

City: Osage City

Phone: 785-528-5141

Day/Evening
(circle availability)

Email: jodi.tillman.rx8q@statefarm.com

Agenda Item Information: (Brief description of issue)

Several years ago it was legal to take kayaks, paddleboards and boats with electric motors out on the city lake. Is there a way to get back to that? My family enjoys kayaking and paddleboarding and it would be nice to be able to take advantage of the lake right down the road instead of driving out of town. This would not only promote outdoor activity and wellness, but hopefully enhance community engagement. We are more than willing to comply with any restrictions you would place on this new policy.

Date of Next Council Meeting: June 24, 2025

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
06/24/2025

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:

Re-establishing the east 90 ft of Schenk Street that was previously vacated in April 2001

BACKGROUND:

The Planning and Zoning Committee unanimously voted to approve re-establishing the east 90 ft of Schenk Street as an open public street. This allows Ken and Jean Stadel access to their property at the east end of Schenk Street.

(See following map)

FISCAL NOTE:

COUNCIL ACTION:

1. Approve Ordinance No. 1703 allowing the east 90 ft. of Schenk Street to be re-opened as a public street and re-establish the 80 ft. north-south easement as originally platted
2. Reject Ordinance No. 1703—which would leave Ken and Jean Stadel with no access to their land east of Schenk Street (their property is landlocked as of now due to the vacated east 90ft. of Schenk Street)
3. Table for a later discussion

STAFF RECOMMENDATION:

MOTION:

- A. I move the council approve Ordinance No. 1703 repealing Ordinance No. 1387 and re-establishing a part of Schenk Street in Schroeder's Addition, Osage City, Osage County, Kansas.

ORDINANCE NO. 1703

AN ORDINANCE REPEALING ORDINANCE NO. 1387 AND RE-ESTABLISHING A PART OF SCHENK STREET IN SCHROEDER'S ADDITION, OSAGE CITY, OSAGE COUNTY, KANSAS.

WHEREAS, Ordinance No. 1387, passed on April 24, 2001, provided for the vacation of the east ninety (90) feet of Schenk Street between Lots 12 and 6 in Schroeder's Addition, subject to a reservation of a thirty (30) foot wide easement for public utilities and future street development;

WHEREAS, the Governing Body of the City of Osage City, Kansas has determined it is in the public's best interest to repeal Ordinance No. 1387 and to re-establish the east ninety (90) feet of Schenk Street and the easement 80 feet in width located on the centerline of Schenk Street as originally platted for the purpose of utilities and street or road development, between Lots 12 and 6, Schroeder's Addition,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAGE CITY, KANSAS:

Section 1. Ordinance No. 1387, passed and approved on April 24, 2001, is hereby repealed in its entirety.

Section 2. The City of Osage City hereby re-establishes the east ninety (90) feet of Schenk Street and the easement of 80 feet in width located on the centerline of Schenk Street as originally platted and intended use for public utility and street purposes.

Section 3. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osage City, Kansas, this ____ day of _____, 2025.

CITY OF OSAGE CITY, KANSAS

By: _____
Brian Stromgren, Mayor

ATTEST:

By: _____
Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
06/24/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Street Maintenance Bids

BACKGROUND:

We sent bid packets to Sunflower Paving, APAC, and Killough for our 2025 Street Maintenance Project. The project includes milling 2 inches of 9201 square yards on Holliday Street from Martin Street to 5th Street, milling 2 inches of 972 square yards from Holliday Street to Market, overlay 2 inches on the milled streets, overlay streets connecting to Holliday, and mill the headers and/or intersections of connecting streets to the each milled street (See map and bid information for reference).

We received bids from APAC and Killough, Sunflower Paving did not submit a bid due to a full work schedule this year

APAC Bid: \$379,608.02
Killough Bid: \$290,258.77

FISCAL NOTE:

We have Street CIP money budgeted for this project

COUNCIL ACTION:

1. Approval of Killough's bid of \$290,258.77

STAFF RECOMMENDATION:

MOTION:

- A. I move to approve Killough's bid of \$290,258.77



Fred Hallowell, Street/Sanitation Superintendent
216 S 9th Street
PO Box 250
Osage City, Ks. 66523
785-528-3714 City Hall
785-528-3988 Street Dept.
785-528-3022 Fax
fhall@osagecity.com

The City of Osage City will be accepting bids for the following projects for 2025

- No 1. Mill 2 inches. 9201 Square Yards on Holliday Street from Martin Street to 5th Street.
- No 2. Mill 2 inches 972 Square Yards. From Holliday Street. To Market Street. (See Map.)
- No 3. Overlay 2 inches Streets that have been milled.
- No. 4. Overlay streets connecting to Holliday Street (See Map.)
- No. 5. Total amount of Asphalt for these projects is 2300 Tons
- No. 6. All Streets connecting to the project shall have a header milled to tie in each street and or intersection and are subsidiary to the asphalt unit price.

Asphalt shall be SR 12.5 A Commercial

Contractor will keep the millings off each project.

Contractor will be responsible for traffic control and signage

Contractor shall have a Bid Bond with the Bid when opened

Contractor shall give a start date and finish date.

The City of Osage City has the rights to refuse any and all bids.

If bid amount is higher than Budgeted amount for the project. Work and material will be deducted to make budget numbers.

Bids shall be turned in to the City Clerk's office at 201 South 5th by 11:00 a.m. Wednesday ~~May 18th~~ ^{June 18th}.

Bids will be opened at 11:00 a.m. Any bid turned in after the time specified will be rejected.

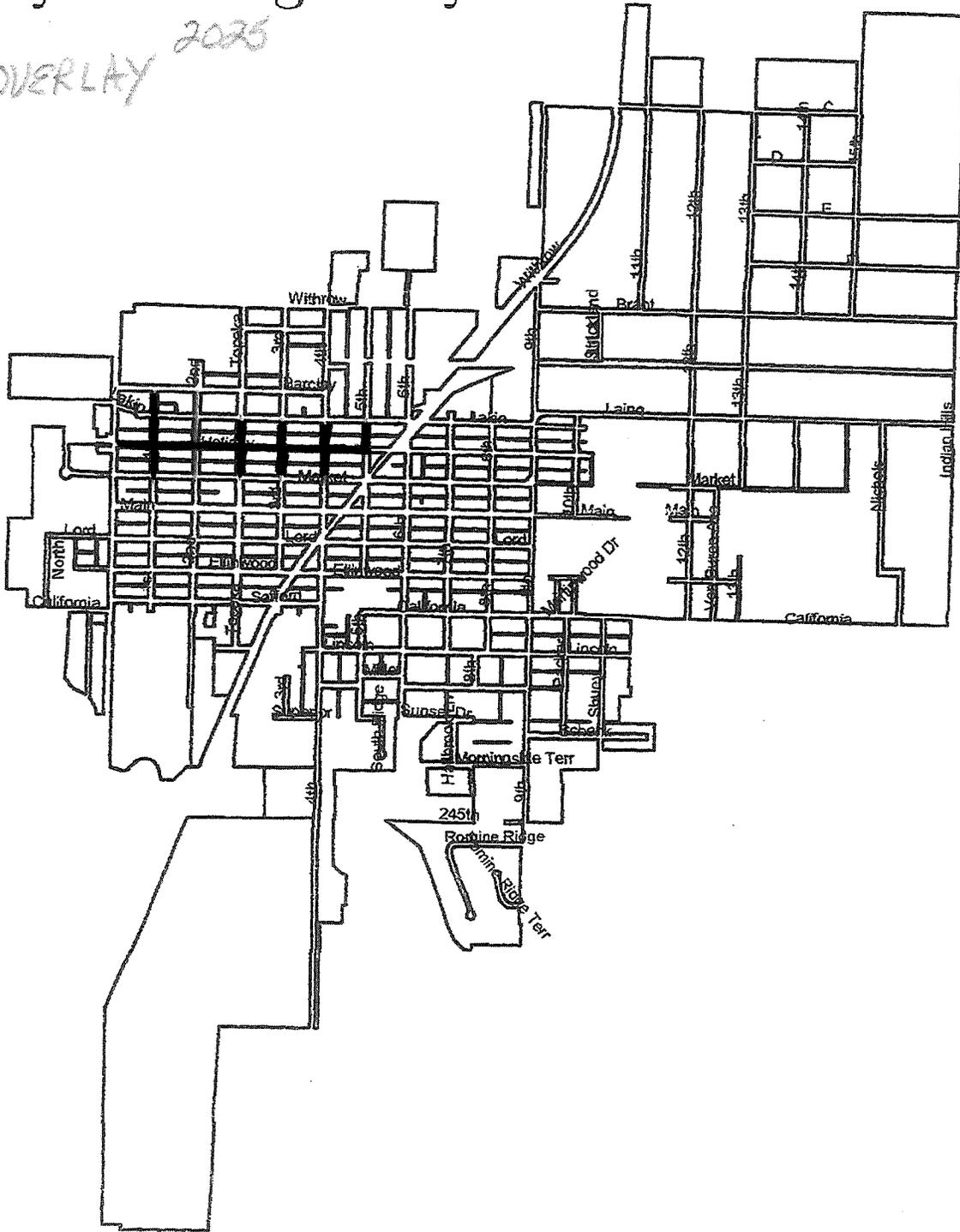
Should you have any questions please feel free to Call me. My Cell No is. 785-633-6035

Thank You

Fred Hallowell

City of Osage City

OVERLAY 2025

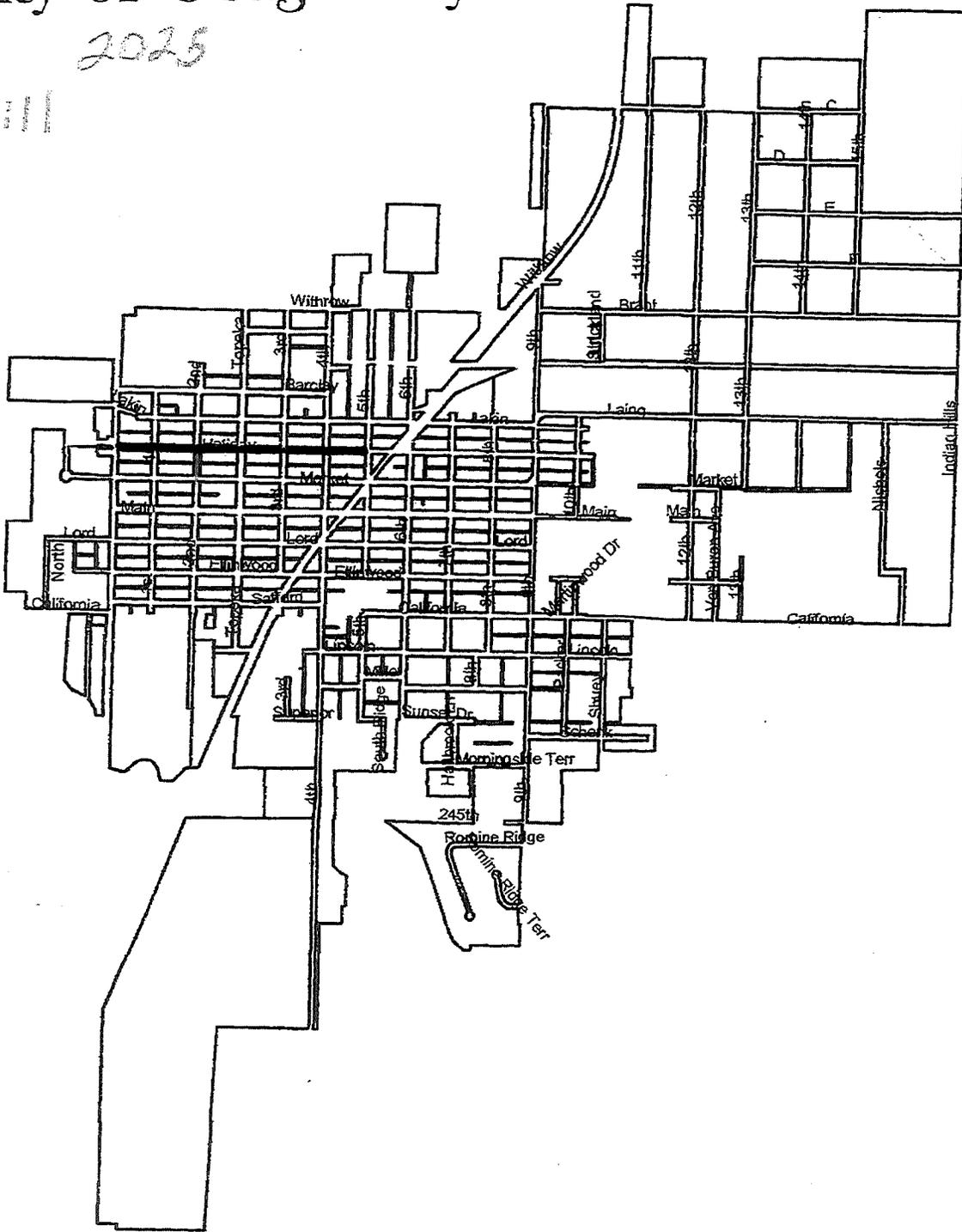


Osage County
Land Development Office

City of Osage City

2025

mill



**Osage County
Land Development Office**

City of Osage City Bid Opening

Date: 6/17/2025
Time: 11:00 AM
Location: Osage City Council Chambers
Project(s): No 1. Mill 2 inches. 9201 Square Yards on Holliday Street from Martin Street to 5th Street.
 No 2. Mill 2 inches 972 Square Yards. From Holliday Street. To Market Street. (See Map.)
 No 3. Overlay 2 inches Streets that have been milled.
 No. 4. Overlay streets connecting to Holliday Street (See Map.)
 No. 5. Total amount of Asphalt for these projects is 2300 Tons
 No. 6. All Streets connecting to the project shall have a header milled to tie in each street and or intersection and are subsidiary to the asphalt unit price.

Attending	Representing (Company)	Bid (Y or N)
Marie Johnson	APAC	Y

Bidders	Unit Cost	Project Cost
APAC	milling 4.77 overlay 130.05	\$ 379,608.02
Killough Construction	milling \$4.49 overlay \$106.34	\$ 290,258.77

Apparent Low Bidder: Killough Construction \$ 290,258.77

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Killough Construction, Inc.
3633 Highway 59
Ottawa, KS 66067

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

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

OWNER:

(Name, legal status and address)

The City of Osage City Kansas
216 S. 9th Street, PO Box 250
Osage City, KS 66523

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

No 1. Mill 2 Inches. 9201 Square Yards on Holliday Street from Martin Street to 5th Street. No 2. Mill 2 Inches, 972 Square Yards. From Holliday Street. To Market Street. No 3. Overlay 2 Inches, Streets that have been Milled. No 4. Overlay Streets Connecting to Holliday Street. No 5. Total Amount of Asphalt for These Projects is 2300 Tons. No 6. All Streets Connecting to the Project Shall Have a Header Milled to tie in each Street and or Intersection and are Subsidiary to the Asphalt Unit Price.

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

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

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

Signed and sealed this 18th day of June, 2025



(Witness)

Killough Construction, Inc.

(Principal)

(Seal)

By: 

(Title)

Vice President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title) Rebecca S. Leal

Attorney-in-Fact

Surety Phone No. 860-277-0111



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rebecca S. Leal** of **KANSAS CITY**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

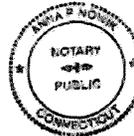
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **June**, 2025 .



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PROPOSAL and CONTRACT



A CRH COMPANY

APAC-Kansas, Inc., Shears Division

302 Peyton, Emporia, KS 66801

Phone: 620-342-2047, Fax: 620-343-8118

To City of Osage City

Date 6/18/2025

Phone

Job Name 2025 Street Work

Job Location

Fax

Proposal #

City to provide PEC

Start Approx. 9/1/25 Completion by 10/30/25

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LSU	29,582.81	29,582.81
2	2" Milling	10,673.00	SY	4.77	50,910.21
3	2" Overlay	2,300.00	TON	130.05	299,115.00

GRAND TOTAL

\$379,608.02

NOTES:

This quotation includes the following terms:

1. Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities, plus applicable sales tax of work performed by APAC-Kansas, Inc., Shears Division.
2. This quotation includes 1 mobilization. Add \$5,000 for each additional mobilization.
3. Surveying, staking, traffic control, pavement markings, testing, utilities location and adjustment or relocation are not included.
4. This proposal expires thirty (30) days from the date of this Proposal.
5. If you agree to these terms, prices and conditions, including the terms and conditions on the reverse side or attached page, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.

ACCEPTED:

(Firm Name)

By: _____
(Name and Title)

(Date)

Thank you very much for the opportunity to quote this project. Please call me with any questions.

Sincerely,
Marie Johnson

TERMS AND CONDITIONS - Proposal and Contract

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1 1/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Lyon County, Kansas, and you waive any right to jurisdiction and venue in any other place.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-KANSAS, INC., SHEARS DIVISION

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Osage City, Kansas

as Obligee, hereinafter called the Obligee, in the sum of 5% of Amount Bid

Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2025 Asphalt Street Overlays

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of June 2025.

Marie Johnson
(Witness)

APAC-KANSAS, INC.,
SHEARS DIVISION
Mark Witherspoon (Principal)
Mark Witherspoon (Title) Estimator



Marie Johnson
(Witness)

FEDERAL INSURANCE COMPANY
David Duncan (Surety)
David Duncan (Title) Attorney-In-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V. Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18 day of June , 2025 .



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tom W. CASTOR, Steven L. COLLINS, Andrew DAVIS, David W. DUNCAN, Chad A. GIRARD, Jason HEIS, James D. HENDRIX, Dean MCDANIEL, Daniel PLAKE, Michael ROUDYBUSH, Tom STIVERS, Brian N. TALIAFERRO, Ross A. WEBER, Cody WILLIAMS and Mark W. WITHERSPOON, all of Hutchinson, Kansas, EACH, its true and lawful agent and Attorney-in- Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of APAC-Kansas, Inc., Shears Division each in a penalty not to exceed the sum of \$1,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

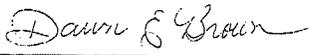
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V. Section 8. of the By-Laws of said Companies. and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of February A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan
Vice President



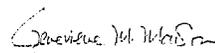
By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 12th day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
06/24/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Katie Hodge, City Manager	APPROVED FOR AGENDA: BY: KH
ITEM NO. 5		

ITEM:

East Area Sewer Project Change Orders No. 1 & 2

BACKGROUND:

Change Orders were not received at the time of Council Packet Printing on Friday, therefore they will follow in an email to the Council and will be distributed Tuesday night at our meeting.

FISCAL NOTE:

\$0

COUNCIL ACTION:

STAFF RECOMMENDATION:

MOTION:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
06/24/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Katie Hodge, City Manager	BY: KH

ITEM:

KMGA Board of Directors

BACKGROUND:

The Utility Director routinely serves on the Board of Directors for KMGA with the City Manager being the permanent alternate.

FISCAL NOTE:

\$0

COUNCIL ACTION:

1. Approve Dale to serve a two-year term as a city representative on the KMGA Board of Directors

STAFF RECOMMENDATION:

MOTION:

- A. I move that the council approve Dale Schweiger, Utilities Director, to serve a two-year term as the Osage City representative on the Kansas Municipal Gas Agency Board of Directors

EXCERPT OF AMENDED AND RESTATED BYLAWS OF KANSAS MUNICIPAL GAS AGENCY
ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

Section 5.2. Voting Powers. Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

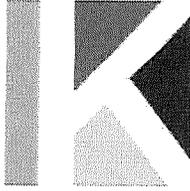
Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

Section 5.7. Alternates. In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.



CERTIFICATE – DIRECTOR

KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS

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

I, the undersigned City Clerk of the City of Osage City, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the 24th day of June 2025;

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@osagecitycom</u>				

was appointed to serve on the KMGA Board of Directors for a two-year term expiring August 31, **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 _____ day of _____, _____.

City Clerk

Osage City, Kansas

Return completed certificate to:
KMGA, 6300 West 95th Street, Overland Park, KS 66212
Email: ferguson@kmea.com Phone: (913) 660-0240