

OSAGE CITY COUNCIL

Regular Meeting
February 24, 2026
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 February 10, 2026 Regular Meeting Minutes

III. Business Before the Council

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

IV. Adjournment

Next Ordinance # 1711

Next Resolution # 1150

Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
February 10, 2026

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

Mayor: Brian Stromgren.

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

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

APPROVAL OF THE AGENDA:

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

RECOGNITION OF VISITORS: Rod Willis, Star Block Representative

APPROVAL OF THE CONSENT AGENDA:

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

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

BUSINESS BEFORE THE COUNCIL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/24/2026

TIME
7:00 P.M.

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

ITEM:

Change order for Library Project

BACKGROUND:

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

FISCAL NOTE:

COUNCIL ACTION:

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

MOTION:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/24/2026

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:

Osage City and Osage County Connecting Link Agreement

BACKGROUND:

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

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

FISCAL NOTE:

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

COUNCIL ACTION:

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

MOTION:

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

CITY-COUNTY "CONNECTING LINKS" AGREEMENT

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

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

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

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

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

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

This agreement approved and Adopted this day of

City Council

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

This agreement approved and adopted this 3rd day of

February, 2026.

Board of County Commissioners Osage County, Kansas

Heather Rudy

Chairman

Member

Member

Member

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

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

Osage County Highway Department
128 West 15th St.
Lyndon, Ks 66451

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

January 30, 2026

To Mayor and City Council Members:

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

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

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

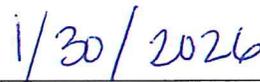
In the absence of an agreement between the city and the county, the county will maintain the road surface **up to 24 feet** on "Connecting Links" as its finances allow for these and other county-maintained road surfaces.

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

Director of Public Works
Osage County, Kansas



Ryan Fine



Date

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/24/2026

TIME
7:00 P.M.

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

ITEM:

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

BACKGROUND:

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

Current Patrol Fleet

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

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

FISCAL NOTE:

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

COUNCIL ACTION:

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

MOTION:

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

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/24/2026

TIME
7:00PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Parks Department	APPROVED FOR AGENDA:
ITEM NO. 4	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 are put out for bid it frees up the parks department to focus on other tasks.

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

FISCAL NOTE:

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

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

COUNCIL ACTION:

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

STAFF RECOMMENDATION:

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

MOTION:

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

MOWING BID FORM

Date: 02/13/2025

Time: 11:00 AM

Location: City Council Chamber

AIRPORT, 9TH ST CEMETERY, GOLF COURSE

Contractor	Address	Notes	Year 1	Year 2	Year 3	Insurance
Daniel Bloomquist	11 Lord St. Osage City, KS 66523 785-213-4337	Bid for mowing Airport & Golf Course Only	\$850.00/mow \$17,000/season			Upon Request
AC Mowing Austin Scott	527 E 2 nd St Pomona, KS 66076 417-438-2151 acmowingkansas@gmail.com		\$480/mow \$9,600/season			Yes
Jordan Keeffe	785-230-3096 jkeeffe@live.com	Contingent on first year, would be willing to sign extended contract	\$600/mow \$12,000/season			Yes
Greg Schwindt	728 Monroe St Lyndon, KS 66451 Schwindt.22@gmail.com 817-933-7558	Qty of Years Not Specified	\$720.00/mow \$14,400/season			Yes
David E Hanner	1208 N 15 th St Osage City, KS 66523 785-633-0044		\$900/mow \$18,000/season			Yes
BlackRose Landworks Caydence Pankaskie	575 24 th Rd Lebo, KS blackroselandworks@gmail.com 620-203-1641		\$650/mow \$13,000/season	\$650/mow \$13,000/season	\$650/mow \$13,000/season	Yes
Bowin Landscaping & Lawncare LLC Brekin Bowin	913 S 9 th Osage City, KS 66523 785-219-2460 bowinlawncare@gmail.com		\$900/mow \$18,000/season			Yes
Kistner Lawn Care, LLC Dalen Kistner	2185 Road 80 Hartford, KS 785-448-8567 dalenkistner@gmail.com		\$465/mow \$9,300/season	\$465/mow \$9,300/season	\$465/mow \$9,300/season	Unknown
Precision Turf & Tree Precision Turf & Tree Brent Johnson	785-219-1993		\$1,260/mow \$25,200/season			

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



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

Customer: Osage City

Bid Details:

City Lake: \$95 per mow
Airport: \$285 per mow
South 9th ST. Cemetery: \$85 per mow

Total per mow (Every 7- 10 days or as needed): \$465 *X 20 mows = \$9,300 X 3 yrs = \$27,900*

Prices are the same for all 3 years of the contract.

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

Amy Woodward

From: Austin Scott <acmowingkansas@gmail.com>
Sent: Friday, February 13, 2026 10:53 AM
To: City of Osage City
Subject: RE: 2026 Mowing Services Bid – Airport, 9th Street Cemetery, and South End of Golf Course

AC Mowing
527 E 2nd St
Pomona, KS 66076

Austin Scott
Phone: (417) 438-2151
Email: acmowingkansas@gmail.com

Date: February 13, 2026

City Clerk Amy Woodward
City of Osage City
201 South 5th Street
PO Box 250
Osage City, KS 66523

RE: 2026 Mowing Services Bid – Airport, 9th Street Cemetery, and South End of Golf Course

Dear Ms. Woodward,

AC Mowing respectfully submits this bid to provide mowing and grounds maintenance services for the City of Osage City for the 2026 growing season for the Osage City Municipal Airport, 9th Street Cemetery, and the south end of the golf course, as outlined in the published bid notice.

Scope of Services

AC Mowing will provide all labor, equipment, tools, and supplies necessary to maintain the above properties as one mowing unit during the growing season of April 1, 2026 through October 31, 2026, with a maximum of twenty (20) mowing visits.

Each mowing service will include:

- Picking up litter prior to mowing
- Mowing all designated turf areas
- String trimming around poles, fences, buildings, trees, headstones, and other obstacles
- Edging where applicable
- Maintaining final grass height between 3½ inches and 4 inches
- Care taken to prevent scalping or turf damage from equipment operation
- Reporting of any property damage or vandalism to the City as soon as possible

AC Mowing agrees to reseed any areas cut too short or damaged by mowing equipment in accordance with bid specifications.

Bid Amount

AC Mowing proposes to perform the above-described services for a total seasonal amount of:

\$9,600.00 (Nine Thousand Six Hundred Dollars)

This price includes up to twenty (20) mowing visits during the 2026 growing season.

AC Mowing carries Commercial General Liability Insurance in the amount of \$1,000,000 and will provide proof of insurance upon award of contract.

Thank you for your consideration. We appreciate the opportunity to submit this bid and look forward to working with the City of Osage City.

Sincerely,

Austin Scott
AC Mowing

Jordan Keefe

Phone: 785-230-3096

Email: jjkeefe@live.com

Date: February 10, 2026

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: \$600 $\times 20 = \$12,000$
-

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 Keefe

J KEEFFE



Mowing Bid:

Contractor : Caydence Pankaskie
Address : 575 24th Rd Lebo, KS
Email : blackroselandworks@gmail.com
Phone : 620-203-1641

Customer : City of Osage City
Location : Airport, Cemetery, & Lake

Scope of Work:

Service:	Description:
Mowing:	Complete mowing of the property(s) with commercial-grade Exmark lawn mowers equipped with anti-scalping rollers, discharge shields, and sharp blades.
Trimming:	Trimming of grass and vegetation around buildings, entrances, and other obstacles at each service visit to maintain a clean and well-maintained appearance.
Blowing:	Clippings, leaves, and debris shall be blown from hard surfaces as needed at each service visit to maintain a clean and orderly appearance.
Debris Removal:	Removal and disposal of all trash, sticks, and other debris that may distract from the property's well-kept appearance.

	Year 1:	Year 2:	Year 3:
Price Per mowing	\$650.00	\$650.00	\$650.00
Total Contract Price	\$13,000.00	\$13,000.00	\$13,000.00

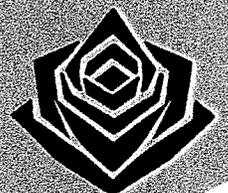
Relevant Equipment List

Equipment	Quantity
Exmark 72" mower	2
Exmark 60" mower	2
Push mowers	2
Stihl string trimmer	3
Stihl edger	1
Blower	2

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 7-14 days between mowings, depending on the weather. Additionally, Black Rose Landworks maintains a \$2,000,000 Commercial General Liability insurance policy.

Thank you for the opportunity to bid!



ESTIMATE

Greg Schwindt
728 Monroe St
Lyndon, KS 66451-9785

schwindt.22@gmail.com
+1 (817) 933-7558

Bill to
City of Osage City

Estimate details

Estimate no.: 1002
Estimate date: 02/12/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Mow and Trim	Mow the Golf Course, Airport, and 9th st Cemetery	20	\$720.00	\$14,400.00
		Subtotal	Subtotal			\$14,400.00
					Total	\$14,400.00

Accepted date

Accepted by

Phone # 4858114
785-213-4337

CUSTOMER'S ORDER NO.		DATE				
City of Osage		2/9/2026				
NAME Daniel Bloomquist						
ADDRESS 11 LORD ST						
CITY, STATE, ZIP OSAGE CITY, KS. 66523						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Bid for mowing		
2	Airport and the		
3	Golf course only		
4	The cost to do		
5	both yards and		
6	weed trim would		
7	be (each time)		
8			\$850.00
9			
10	This does not		
11	include mowing		
12	cemetery only the		
	Golf course and airport		
RECEIVED	Total each time		\$850.00

A-4705
T-46528

KEEP THIS SLIP FOR REFERENCE

01-11

I David E Hanner residing at 1208 N 15th, Osage City, Ks. 66523 would like to place a sealed bid for the mowing project of the Airport, 9th street cemetery and south of city lake in the amount of \$18,000 for the entire 6 month period of April 1st to October 31st of 2026. I understand that the mowing is to be a maximum of 20 mows for this season.

David E Hanner

David E. Hanner

Cell# 785-633-0044

BOWIN LANDSCAPING & LAWNCARE LLC

Official Bid

Breckin Bowin
913 S. 9th
Osage City, Kansas 66523
785 - 219- 2460
bowinlawncare@gmail.com

City of Osage - 02/13/26
South 9th Street Cemetery
South Section of Golf Course
Airport

Description	Cost
<u>Entire Season</u> 2026	\$ 18,000.00

This bid includes property-mowing maintenance for: 9th street cemetery, south section of the golf course, and the airport. Bowin Landscaping and Lawn Care, LLC provides an experienced and professional mowing service. Routine maintenance that not only cuts the grass when it needs it but also keeps it looking good throughout the entire growing season. We take pride in taking care of our customers in a quick and efficient manner. If approved, the City of Osage can expect quality, efficient, and professional mowing.

Thank you for your consideration!

Breckin Bowin



2026 Lawn Care Season

(04/01/2026 - 10/31/2026)

Locations included are as follows:

- Osage City Airport
- Romine Ridge Cemetery
- Osage City Lake (South side)

20 total services (mowing of all designated areas and trimming around cemetery headstones)

One service of all 3 locations stated above \$1,260.00

Season total: \$25,200

Precision Turf and Tree is an insured and licensed, lawncare contractor. Located in the City of Osage City, KS. Precision Turf and Tree LLC have been servicing the community of Osage City and surrounding areas, both residentially and commercially for approximately 12 years.

We strive to create and maintain a dependable service that instills trust within our customers. Our motto is "treat everyone's property, as if it's our own".

Listed below are some of the commercial lawns serviced (references can be provided upon request).

- BP Gas Station
- Bullseye Liquor
- ECAT
- Presbyterian Church
- Lusk Properties

Thanks,

Brent Johnson, Sales/Manager (785) 219-1993

Rachel & Coleman Johnson, Owners (785) 219-3156

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/24/2026

TIME
7:00PM

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:	APPROVED FOR AGENDA:
ITEM NO. 5	Parks Department 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:

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

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

COUNCIL ACTION:

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

STAFF RECOMMENDATION:

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

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

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

MOTION:

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

MOWING BID FORM

Date: 02/13/2025

Time: 11:00 AM

Location: City Council Chamber

AMERICAN & UNION CEMETERY BID

Contractor	Contact Info	Notes	Year 1	Year 2	Year 3	Insurance
AC Mowing Austin Scott	527 E 2 nd St Pomona, KS 66076 417-438-2151 acmowingkansas@gmail.com		\$300/mow \$6,000/season			Yes
BlackRose Landworks Caydence Pankaskie	575 24 th Rd Lebo, KS blackroselandworks@gmail.com 620-203-1641		\$1,550.00/mow \$31,000/season	\$1,550.00/mow \$31,000/season	\$1,550.00/mow \$31,000/season	Yes
Yard Guy LLC Garrett Hogelin	PO Box 94 Lyndon, KS 66451 Yardguy1llc@gmail.com 785-893-0877		\$3750.00/mow \$75,000/season			Yes
Kistner Lawn Care, LLC Dalen Kistner	2185 Road 80 Hartford, KS 785-448-8567 dalenkistner@gmail.com		\$1,600/mow \$32,000/season	\$1,600/mow \$32,000/season	\$1,600/mow \$32,000/season	Yes
Mairs Lawn & Landscape LLC Jon Mairs	913-406-3004		\$2,450/mow \$49,000/season	\$2,500/mow \$50,000/season	\$2,550/mow \$51,000/season	Yes

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

Amy Woodward

From: Austin Scott <acmowingkansas@gmail.com>
Sent: Friday, February 13, 2026 10:50 AM
To: City of Osage City
Subject: 2026 Mowing Services Bid – Union Cemetery and American Cemetery

Caution: The sender name (Austin Scott) is different from their email address (acmowingkansas@gmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contact list before replying or taking further action.

AC Mowing
527 E 2nd St
Pomona, KS 66076

Austin Scott
Phone: (417) 438-2151
Email: acmowingkansas@gmail.com

Date: February 13, 2026

City Clerk Amy Woodward
City of Osage City
201 South 5th Street
PO Box 250
Osage City, KS 66523

RE: 2026 Mowing Services Bid – Union Cemetery and American Cemetery

Dear Ms. Woodward,

AC Mowing respectfully submits this bid to provide mowing and grounds maintenance services for the City of Osage City for the 2026 growing season for Union Cemetery and American Cemetery, as outlined in the published bid notice.

Scope of Services

AC Mowing will provide all labor, equipment, tools, and supplies necessary to maintain the above properties during the growing season of April 1, 2026 through October 31, 2026, with a maximum of twenty (20) mowing visits.

Each mowing service will include:

- Picking up litter prior to mowing
- Mowing all designated turf areas
- String trimming around headstones, fences, trees, buildings, and other obstacles

- Edging where applicable
- Maintaining final grass height between 3½ inches and 4 inches
- Careful operation of equipment to prevent scalping or turf damage
- Prompt reporting of any property damage or vandalism observed during service

AC Mowing is committed to maintaining a clean, safe, and professional appearance throughout the growing season. Scheduling will be adjusted as necessary based on weather and turf growth conditions to maintain an even and well-kept appearance consistent with City expectations. AC Mowing agrees to reseed any areas cut too short or damaged by mowing equipment in accordance with bid specifications.

Bid Amount

AC Mowing proposes to perform the above-described services for a total seasonal amount of:

\$6,000.00 (Six Thousand Dollars)

This price includes up to twenty (20) mowing visits during the 2026 growing season.

AC Mowing carries Commercial General Liability Insurance in the amount of \$1,000,000 and will provide proof of insurance upon award of contract.

Thank you for your consideration. We appreciate the opportunity to submit this bid and look forward to serving the City of Osage City.

Sincerely,

Austin Scott
AC Mowing



Mowing Bid:

Contractor : Caydence Pankaskie
Address : 575 24th Rd Lebo, KS
Email : blackroselandworks@gmail.com
Phone : 620-203-1641

Customer : City of Osage City
Location : Union and American Cemetery

Scope of Work:

Service:	Description:
Mowing:	Complete mowing of the property(s) with commercial-grade Exmark lawn mowers equipped with anti-scalping rollers, discharge shields, and sharp blades.
Trimming:	Trimming of grass and vegetation around buildings, entrances, and other obstacles at each service visit to maintain a clean and well-maintained appearance.
Blowing:	Clippings, leaves, and debris shall be blown from hard surfaces as needed at each service visit to maintain a clean and orderly appearance.
Debris Removal:	Removal and disposal of all trash, sticks, and other debris that may distract from the property's well-kept appearance.

	Year 1:	Year 2:	Year 3:
Price Per mowing	\$1,550.00	\$1,550.00	\$1,550.00
Total Contract Price	\$31,000.00	\$31,000.00	\$31,000.00

Relevant Equipment List

Equipment	Quantity
Exmark 72" mower	2
Exmark 60" mower	2
Push mowers	2
Stihl string trimmer	3
Stihl edger	1
Blower	2

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 7-14 days between mowings, depending on the weather. Additionally, Black Rose Landworks maintains a \$2,000,000 Commercial General Liability insurance policy.

Thank you for the opportunity to bid!





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

Customer: **Osage City Cemetery**

Bid Details:

1st Year (Per mow and Weedeat): \$1,600

2nd Year (Per mow and Weedeat): \$1,600

3rd Year (Per mow and Weedeat): \$1,600

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

Mairs Lawn and Landscape LLC Cover letter

I have taken care of Spring Hill's Cemetery for over 3 years.
I started taking care of Gardner Kansas Cemetery last year.
My background is in landscaping and sports turf, I worked at Blue Valley Recreation building sports fields and maintaining sports turf for over 18 years. I know what it takes to maintain a cemetery and feel it's an honor to be able to take care of cemeteries. I hope to hear from you soon.

Owner Jon Mairs

913-406-3004

A handwritten signature in black ink, appearing to read "Jon Mairs". The signature is fluid and cursive, with a large initial "J" and "M".

MAIRS LAWN & LANDSCAPE LLC

Mairs Lawn and Landscape LLC Bid

Price per Mow is \$2,450.00 per mow 1st year

Price per Mow is \$2,500.00 per mow 2nd year

Price per Mow is \$2,550.00 per mow 3rd year

Thanks owner Jon Mairs

A handwritten signature in black ink, appearing to read "Jon Mairs". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

913-406-3004

Email address is jonmairs@hotmail.com

References

Larry Sumner Spring Hill Cemetery board president

Phone number 913-706-5094

Christina Hecke Spring Hill Cemetery board member

Phone number 913-217-0403

Shirley Brown-VanArsdale Gardner Cemetery board president

Phone number 913-226-7941

Gary & Sharonn Coble Gardner Cemetery Sextons

Phone number 913-856-5993

Lonnie VanArsdale Gardner Cemetery and Spring Hill Cemetery

Phone number 913-530-5072

Fred Broski Know me for almost 30 years

Phone number 913-685-1337

Quote

Yard Guy LLC
PO Box 94
Lyndon, KS 66451-0094

yardguy1llc@gmail.com
+1 (785) 893-0877

Bill to
City of Osage City

Ship to
City of Osage City

Estimate details

Estimate no.: 1085

Estimate date: 02/11/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	04/01/2026	Mowing and trimming	3,750.00 total per service, includes both cemeteries. Mowing and trimming of the Union Cemetery and the American Cemetery located along Highway K-31 north of town. Both cemeteries are to be mowed as one unit, with the maximum of 20 mowing times per growing season from April 1, 2026 to October 31, 2026.	1	\$3,750.00	\$3,750.00

Total

\$3,750.00

Note to customer

Each mowing shall include the picking up of all litter including cans, rocks, bottles, paper, trash, plastic flowers, excess branches, debris, or other miscellaneous materials prior to each mowing. Each mowing includes trimming around stones, utility poles, fences, buildings, trees, and any object that is part of the cemetery property. Mowing shall be conducted to avoid blowing wet grass on the headstones, keeping the headstones as clean as possible. Special emphasis shall be made to prevent scalping of the grass from sharp turns of the mowing equipment or trimming too short. Final grass height should be between 3 1/4" to 4" with the mowing contractor to reseed any areas cut too close or burned by equipment. The mowing contractor will report all damage caused by mowing and trimming, plus any vandalism to the City of Osage City as soon as possible.

Accepted date

Accepted by:

Contractor Signature :  2-13-26

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/24/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Utilities	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Director Position 2

BACKGROUND:

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

FISCAL NOTE:

COUNCIL ACTION:

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

MOTION:

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

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/24/2026

TIME
7:00 P.M.

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

ITEM:

NLC Service Line Warranty Amendment and Continued Partnership Discussion

BACKGROUND:

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

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

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

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

FISCAL NOTE:

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

COUNCIL ACTION:

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

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
02/24/2026

TIME
7:00 P.M.

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

MOTION:

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

AMENDMENT NO. ONE TO MARKETING AGREEMENT

EFFECTIVE DATE OF AMENDMENT: _____

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

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

1. Section 2.B of the Agreement is deleted in its entirety and replaced with the following:
 "B. Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". Company may obtain Property Owner Data from a third-party, for use by Company in furtherance of the advertisement, marketing, and sale of the Products and such information shall be the property and Confidential Information under Section 5 of this Agreement of Company. A Property Owner who has purchased a Product is a member ("**Member**") and all data in Company's control or possession relating to Members is Company's property. For purposes of this Agreement, "**Applicable Laws**" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations."
2. The notice information for Company set forth in Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

With a copy to:
 Legal Department
 email: legal@homeserveusa.com "

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

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

CITY OF OSAGE CITY

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

Rod Willis

To: Rod Willis
Subject: NLC Service Line Warranty Program

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

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

Ottawa, KS:

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

Finance Director: Melanie Landis
Email: mlandis@ottawaks.gov
785-229-3617

Hutchinson, KS:

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

Director of Public Works: Brian Clennan
Email: brian.clennan@hutchgov.com
620-694-1900

Wes Preston
Regional Representative

601 Merritt 7
Norwalk, CT 06851
M: 203-536-5214
wes.preston@homeserveusa.com
www.servicelinepartner.com

**NLC Service Line
Warranty Program**
by



NLC Service Line Warranty Program Overview

What We Do

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



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

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



Convenience

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



Peace of Mind/Trust

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



Financial Protection

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

Experience in Kansas

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



For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline



**NLC Service Line
Warranty Program**

by
 HomeServe

Benefits to the Municipality



Customer Education

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



Customer Satisfaction

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



Funding for Key Initiatives

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

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

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

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

Peggy N.
Hutchinson, KS

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

Paul M.
Ottawa, KS

For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline

COL_20_0504_NPO_KS



**NLC Service Line
Warranty Program**

by



Osage City KS

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

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

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

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

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

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

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

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

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

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

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

CITY OF OSAGE CITY

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Date:

MARKETING AGREEMENT

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

RECITALS:

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

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

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

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

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

2. **City Obligations.**

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

Removed & replaced with the language in the amendment

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

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

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

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

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

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

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

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

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

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

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

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

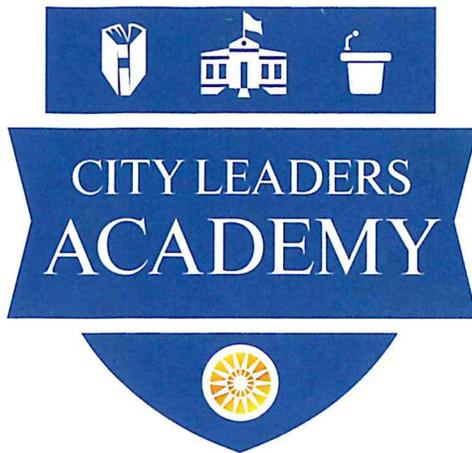
12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Kansas, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY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

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

[Signature Page Follows]

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

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



Friday, April 17, 2026
Salina

Event Location: Tony's Pizza Events Center,
800 The Midway, Salina, KS 67401

About this Event: The Foundational program builds upon local-government skills, plus gives an overview of important issues that municipal leaders face on a regular basis. The program is geared toward newly-elected officials learning their role within local government and offered as a one-day event.

Attendees will receive a copy of the *League's Governing Body Handbook*, and sessions will be led by League attorneys and staff. The cost to attend the 2026 City Leaders Academy is \$180 and will include a copy of the newly revised *Handbook*.

Schedule of Events:

Friday, April 17*

- 8:30 a.m. Registration Opens & Light Breakfast
- 9:00 a.m. Opening Remarks/Welcome
- 9:10 a.m. Overview of League Services
- 9:15 a.m. KOMA
- 10:15 a.m. Municipal Finance & Budgeting
- 11:15 a.m. Home Rule
- 12:30 p.m. Lunch & Networking plus MTI Graduate Recognition
- 1:45 p.m. The Legislative Process
- 2:15 p.m. 'Mistaken City' Presentation
- 3:30 p.m. Adjourn

Hotel Information:

A small block of rooms has been reserved at the Homewood Suites in downtown Salina for those who need accommodations the evening prior. Reservation procedures will be announced in January, 2026. The special room rate will be available until Saturday, March 15, 2026, or until room block is sold-out, whichever comes first. Rate: \$110 plus tax.

For those who come in early, a networking/welcome reception will be held at the Homewood Suites from 4-6p.m.

*Schedule is tentative and subject to change.

Help House

131 W. 15th St, Lyndon KS 66451

February 10, 2026

To the members of the Osage City Council,

Help House had a very successful year in 2025 serving basic needs to Osage County residents with food insecurities and lower income. Located at 131 W. 15th Street in Lyndon, Help House has been available to any Osage County resident in need since being created by the Churches of Osage County, United Inc. in 2003. Some of our accomplishments this year include:

Food:

- Provided groceries to **527 households (1440 unduplicated individuals equaling 9.1% of county residents), and 2485 duplicated households feeding 7537 individuals with the 165,422 pounds of food** either purchased or donated to our food pantry. Again, **nearly 1 out of 10 Osage County residents qualified for food and came through our doors for food at least once last year** (this does not include those who would qualify for food, but 1) do not know we exist; 2) do not have transportation to get to our Lyndon location; or 3) are too proud to ask for assistance.)
- Provided **1994 households with 72,772 pounds of food** at the monthly Harvester's Mobile Pantry in Jones Park by the Lyndon pool (10 months – 2 cancelled due to ice).
- Distributed **30,873 pounds of food to 787 households and 2241 individuals** in seven months at the Carbondale monthly Harvester's Mobile Pantry. (Harvesters has cancelled this site in 2026)

Coat Closet: Gave out **228 coats** in October from our Coat Closet program.

Christmas Stores: The Osage County Sheriff's Office, Osage County EMS, and several local fire and police agencies throughout the county collected hundreds of toys for our annual Christmas Stores.

- **79 children shopped for gifts for their parents**
- **47 parents picked out toys for 60 children**
- **35 grandparents shopped for 128 grandchildren**
- **Extra toys went to the Topeka Rescue Mission**

Clothing Plus Store: Any Osage County resident (no income restrictions) is allowed to shop for clothing, shoes, kitchen items, toys, books, and used furniture. Items are free, but we ask for a small donation if you can afford it, which helps us buy more food.

As elected officials, how can you help us to better assist more of our struggling Osage County residents?

- Get the word out to the different agencies in your jurisdiction to recognize those in need and refer them to us. We can't help those that don't know we are here! (We are also the distributor of the Salvation Army money collected in Osage County and can help with utility bills and gas vouchers.)

Help House

131 W. 15th St, Lyndon KS 66451

- Help organize food and personal hygiene product drives. Or just bring in those items when we are open.
- Let us speak to your community. We have a 15–20-minute presentation about our services that we can present to your city or county agencies, clubs, organizations, or churches. Even better, bring your group for a tour so you can learn about us first hand.
- Volunteer your time! Most volunteers work one 3-hour shift once a week, but we have special projects that need more people. Let us put you on our list to contact. High school students can earn community service hours to be eligible for our \$500 college scholarship when they graduate!
- \$\$\$\$\$\$ Grocery prices are going up and federal assistance money was drastically cut in 2025. We buy food at reduced bulk prices through Harvesters, so we can stretch your monetary donations into more food.

The 60 volunteers at Help House are extremely proud of their accomplishments in 2025 and look forward to helping even more of our Osage County neighbors in 2026! If you would like more information about our services, please contact us at the phone number or email below.

Thank you,

Help House Executive Board

Help House

“Serving Christ by Serving Others”

131 W. 15th St,

P.O. Box 356, Lyndon KS 66451

785-828-4888

osagecountyhh@gmail.com

Website: helphouse.online

Hours:

Monday 4-7 PM

Tuesday – Friday 10 AM – 1 PM