

OSAWATOMIE CITY COUNCIL AGENDA

January 8, 2026

6:00 p.m. | CITY AUDITORIUM | 439 MAIN STREET

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda

Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

 - A. January 8, 2026 Agenda
 - B. December 11, 2025 Meeting Minutes
 - C. Pay Application(s)
 - D. Special Event Permit(s)
 - E. AP Council Report – November 2025
 - F. CMB License – Whistlestop Cafe
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Presentations
 - i) Oath of Office – Mayor Hampson & Councilpersons Diehm, Schasteen, Bratton, Filipin
 - ii) Chamber Year End Report – Shay Hanyasak (10 minutes)
 - B. Appointments
 - i) Planning Commission: Reappoint M. Moon & A. Barenklau (Ends December 2028)
9. Unfinished Business
 - A. Resolution 1337 – Pre-Development Agreement – Northland Data Centers
 - B. Resolution 1334 – Authorizing Evaluation of Intersection Traffic Control
 - C. Resolution 1341 – Accepting Northland Interceptor Sewer & Authorizing Release of Retention
10. New Business
 - A. Resolution 1339 – Granting an Easement to Mr. Korey Holmberg
 - B. Resolution 1340 – Resolution of Support for West Elementary School LIHTC Application
 - C. Ordinance 3878 – Increasing the Number of Chickens Permitted in City Limits
 - D. Resolution 1342 – Authorize Agreement with SFS Architecture for the Library Expansion
 - E. Resolution 1343 – Awarding Sanitary Sewer Main Replacement for Parkview East
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – January 22, 2026

OSAWATOMIE CITY COUNCIL
AGENDA

January 22, 2026

6:00 p.m. | Memorial Hall | 411 11th Street

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda

Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

 - A. January 22, 2026 Agenda
 - B. January 8, 2026 Meeting Minutes
 - C. Pay Application(s)
 - D. Special Event Permit(s)
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Appointments
 - i) Planning Commission: Replace T. Wright (2027), W. Cutberth (2026), T. Whitaker (2025)
9. Unfinished Business
10. New Business
 - A. Resolution ____ - Setting Condemnation Hearing Date for Multiple Addresses
 - B. Resolution ____ - Authorizing execution of Fire Services Agreement with OSH
 - C. Resolution ____ - Suspending Revenue Sharing with Victory Chevrolet
 - D. Resolution ____ - Accepting 5th Street Terrace Work
 - E. Resolution ____ - 6th Street Business Assistance Program
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – February 12, 2026

Osawatomie, Kansas. **December 11, 2025.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor Nick Hampson called the meeting to order at 6:00 p.m.

Council members present: Schasteen, Macek, Diehm, Henness, Bratton, Filipin and Caldwell. Council member Dickinson was absent. Council member Dickinson arrived at 6:20 p.m.

Council members absent: None.

City Staff present: City Manager Bret Glendening, Deputy City Manager Michele Silsbee, and City Clerk Tammy Seamands, City Attorney Jeff Deane arrived at 6:08 p.m.

Members of the public present: Brandon Willey, Nicole Henness, Nancy Thompson, Ted Hunter, Dean Inscore and Polly Inscore.

INVOCATION. – Ted Hunter

CONSENT AGENDA.

- A. December 11, 2025 Agenda
- B. November 13, 2025 Meeting Minutes
- C. Pay Application(s)
 - Western Consultants – Water Improvements - \$1,560.00
 - Pro Design Contractors LLC – Northland Interceptor Sewer - \$183,517.20
 - BG Consultants – Water Treatment Plant Design - \$96,780.00
 - BG Consultants – Water Distribution Design - \$21,400.00
 - BG Consultants – John Brown & So. Levee Loop KDOT-TA - \$1,112.40
 - BG Consultants – Northland Interceptor Sewer - \$7,900.50
 - BG Consultants – Golf Course Clubhouse Design - \$39,549.00
 - Killough Construction Inc. – 5th Street Terrace Pay App. #5 - \$68,933.37
- D. Special Event Permit(s)
 - KDWP First Day Hike out of Mile 0
- E. AP Council Report – October 2025
- F. CMB Licenses – Bogey’s, Casey’s on 6th, Casey’s on Main St., Gas Mart, Oz Mart

Motion made Schasteen, seconded by Macek to approve the consent agenda as presented. Yeas: (7) Schasteen, Macek, Diehm, Henness, Bratton, Filipin and Caldwell. Nays: None.

COMMENTS FROM THE PUBLIC.

Ted Hunter ~ It is a privilege to be here this evening. I sat on the council for 10 years. You have a full agenda but, on your way home, I invite you to drive down the alley behind my house. There is a project there for you. It is the beginning of a new fishing pond in that alley. It is about 12 feet long and I am not sure how deep it is.

One of the good things that we did 13 years ago when I was on the council was to hire Bret Glendening at City Manager. I remember the night that he came in for his interview and when

he walked in the door, we decided then that he was our guy. We have him again as City Manager and he is our guy.

Polly Inscore ~ I am here tonight to address a serious issue that places the City of Osawatomie at legal and ethical risk. It has come to light that our city manager has selectively refused to allow certain qualified contractors to work for the city not based on performance, safety, or compliance issues, but on personal dislike of the contractor or their family. This behavior violates multiple Kansas statutes and is under federal liability for violating equal protection and due process standards by arbitrarily discriminating against private citizens. Once a governing body becomes aware of unlawful conduct by an appointed official it has a legal obligation to correct it. By remaining silent, the governing body knowingly permits continued violations of Kansas law, state procurement policy, and constitutional individual misconduct. The liability then shifts from the individual misconduct to the institutional misconduct and exposes every elected official to public accountability and potential legal consequences. I am asking the council tonight to initiate a formal review of the City Manager's contracting decisions.

Contracting decisions require written objective procurement criteria for all city projects, prohibit the use of personal bias or retaliation in the contractor selection, and ensure all future contracting decisions are transparent, documented, and compliant with Kansas law. I respectfully call on this council to fulfill its duty to the residents of Osawatomie and immediately address and correct the city manager's misconduct.

City Manager I am addressing you directly because your conduct in managing city contracts has crossed legal and ethical boundaries. You have knowingly excluded certain contractors from performing work in the City of Osawatomie because of personal dislikes of them or their families. This behavior is discrimination and it is illegal. Under Kansas law you are prohibited from using your position to influence contracting decisions for personal reasons. I am formally notifying you that your conduct has been documented and if it continues, the next step will be to involve state level oversight, ethics review, and legal action. Your role is to serve the entire community, not select individuals that you approve of. Your authority is not ownership. Your position is not personal power. You are expected and required to correct this behavior immediately.

PUBLIC HEARINGS.

2025 CDBG CLOSEOUT HEARING – The Mayor opened the public hearing at 6:11 p.m. and asked if there was any public comment on the 2025 CDBG closeout. The mayor asked a second time if there was any public comment. The mayor asked a third time if there was any public comment on the 2025 CDBG closeout. Hearing no comments the mayor closed the 2025 CDBG closeout hearing at 6:12 p.m. **Motion** made by Schasteen, seconded by Filipin to accept the closeout documents for the 2025 CDBG grant. Yeas: (7) Schasteen, Macek, Diehm, Henness, Bratton, Filipin and Caldwell. Nays: None.

2025 BUDGET AMENDMENT HEARING - On August 22, 2024, the city council adopted the 2025 budget which established the dollars to be levied in support of operations for the 2025 Fiscal Year. As a precursor to determining the 2025 budget, staff compiled proposed budget

amounts for each line item within each fund. As we close out the year, we must account for any expenses that were incurred in excess of the initial budget authority, and in order to stay compliant with budget law, the City needs to amend a few funds in its 2025 Budget. The 2025 budget amendment is Attachment A to the ordinance. What follows is an explanation of the changes to the budget.

General Fund: Most of our general fund departments are coming in under budget for 2025. The police department and municipal court costs are forecasted to be over budget slightly and Administration is forecasted to be over budget slightly. OPD and the court system is a function of officer activity. The administration budget had a couple of unexpected expenses, the largest being an approximate \$8,000 bill to line a downspout pipe was cracked and causing water to leak into the auditorium.

Water Fund: This increase reflects the portion of the AMI meters that ended up hitting the 2025 budget versus the 2024 budget.

Electric Fund: We are hopeful that this increase isn't really warranted, but we will end up close enough to our budget and would prefer to have some cushion in the event we have a colder than average start to our winter.

Industrial Promotion Fund: This fund received the CDBG dollars for the 525 Main building project. The increase in this fund is due to those grant dollar expenditures.

Golf Course: As was discussed at the November council meeting, this reflects the payoff of the two existing lease purchases (golf carts and aerator) and the new lease purchase for the upgrades to the irrigation system.

The mayor opened the 2025 Budget amendment public hearing at 6:16 p.m. and asked if there was any public comment. The mayor asked a second time if there was any public comment. The mayor asked a third time if there were any public comments on the 2025 budget amendment. Hearing no comments the mayor closed the 2025 budget amendment public hearing at 6:17 p.m.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS – None.

UNFINISHED BUSINESS.

ORDINANCE 3877 – 2025 BUDGET AMENDMENT – Motion made by Schasteen, seconded by Macek to approve Ordinance 3877 – Amending the 2025 budget of the City of Osawatomie, Kansas as presented. Yeas: (7) Schasteen, Macek, Diehm, Henness, Bratton, Filipin and Caldwell. Nays: None.

NEW BUSINESS

RESOLUTION 1335 – DECLARATION OF BOUNDARIES - State law requires that whenever a city adds or removes territory from within its corporate limits, the governing body of that city, make a formal declaration of the entire boundary of that city.

The last time the city was required to declare its boundaries was in 2023 by resolution 1184. This incorporates the areas annexed into the city in 2024 and 2025. All annexations were city owned property at the time they were annexed. They were: Ordinance 3841 (irregular shaped piece of property adjacent to the Hays House by the city lake; Ordinances 3853 and 3854 (strips of land adjacent to Tech Air); and Ordinance 3871 (triangular shaped piece of property adjacent to east side of US 169 and transferred to the city as part of the northland parcels

Motion made by Filipin, seconded by Schasteen to approve Resolution 1335 –Declaring the entire boundary of the City of Osawatomie as presented. Yeas: (7) Schasteen, Macek, Diehm, Henness, Bratton, Filipin and Caldwell. Nays: None.

Council member Dickinson arrived at 6:20 p.m.

RESOLUTION 1336 – RECOMMENDATION – MEMORIAL HALL RESTORATION
– The City has applied for two Hawkins Foundation grants over the last two years, and a third application will be forthcoming for 2026. In total, we have raised almost \$200,000 to pay for the initial phase of the Memorial Hall restoration project and these funds are held by the Miami County Community Foundation (MCCF).

Upon the conclusion of the first round of fundraising, we issued an RFQ, to which 5 contractors responded. Of those 5, we interviewed 3 of these contractors (H+K, Legacy Contractors and Loyd Builders) on November 18th. The interview committee comprised of myself, Doug Walker and Kevin Schasteen. The committee unanimously agreed that Loyd Builders was the best fit for this project. The restoration committee concurred with that assessment and is recommending that the city council award the project to Loyd Builders of Ottawa, Kansas.

Motion made by Schasteen, seconded by Macek to approve Resolution 1336 – Awarding the restoration work at Memorial Hall to Loyd Builders of Ottawa, Kansas as presented. Yeas: All.

RESOLUTION 1337 – PRE-DEVELOPMENT AGREEMENT – NORTHLAND DATA CENTERS (no action) – Main points of note on the development agreement as it currently stands are below:

1. Parties – City of Osawatomie and Alcove Development
2. Price - \$10,000/acre x approx. 115 acres
3. Exclusive Right to Develop Payment – 3% of purchase price
4. City agrees to abate 50% of property taxes for 10 years and issue Industrial Revenue Bonds (payable by the developer, not a city obligation)
5. City agrees to establish proper zoning (if necessary) and issue special use permits (if required)
6. City must provide 1MGD of water and between 50 and 150MW of power.
7. City must provide 5 MW of renewable energy credits (all are available from the solar array and just this year, gained the right to market the REC's from the WAPA and SPA Hydro PPA's)
8. Term – 3 years
9. Estimated economic impact:

- a. 250-350 construction jobs paying between \$35 and \$105/hour
- b. 600,000 SF data center campus, permanent FT EE's between 60 and 90 with salaries between \$70,000 and \$130,000/year.
- c. Cost of construction and development of the campus - \$900M and \$1.1B
 - i. Based on a \$1B facility, at 25% assessment rate for commercial property and our 2026 mill levy of 76, the total property taxes to Osawatomie would be approximately \$19M.
 - ii. Abating 50% of the these taxes still leaves the City of Osawatomie with three times the tax revenue we collect from all other properties within our city limits combined.

Currently, the developer would like to have a six-month due diligence period to evaluate the property. I advised them I would ask if the council would be willing to accept a due diligence period. If that is acceptable to the council, I believe a motion to authorize the DA conditioned on the free, 6-month due diligence period being added to the agreement.

EXECUTIVE SESSION

NON-ELECTED PERSONNEL (K.S.A. 75-4319 (b)(1) – **Motion** made by Dickinson, seconded by Henness that the city council recess into closed executive session for the purpose of discussing personnel matters of nonelected personnel pursuant to the exception in K.S.A. 75-4319(b)(1). The closed meeting will last 10 minutes and will resume here in Memorial Hall at 6:50 p.m. Yeas: All.

The council meeting resumed to open session at 6:50 p.m. with no action taken.

NON-ELECTED PERSONNEL (K.S.A. 75-4319 (b)(1) – **Motion** made by Dickinson, seconded by Bratton that the city council recess into closed executive session for the purpose of discussing personnel matters of nonelected personnel pursuant to the exception in K.S.A. 75-4319(b)(1). The closed meeting will last 10 minutes and will resume here in Memorial Hall at 7:02 p.m. Also attending will be City Manager Bret Glendening. Yeas: All.

The council meeting resumed to open session at 7:02 p.m. with no action taken.

NON-ELECTED PERSONNEL (K.S.A. 75-4319 (b)(1) – **Motion** made by Dickinson, seconded by Schasteen that the city council recess into closed executive session for the purpose of discussing personnel matters of nonelected personnel pursuant to the exception in K.S.A. 75-4319(b)(1). The closed meeting will last 10 minutes and will resume here in Memorial Hall at 7:14 p.m. Also attending will be City Manager Bret Glendening. Yeas: All.

The council meeting resumed to open session at 7:14 p.m. with no action taken.

RESOLUTION 1338 – AMENDING CITY MANAGER'S CONTRACT – **Motion** made by Bratton, seconded by Caldwell to approve Resolution 1338 – Approving an amendment to the

employment agreement with the city manager adding 5(a) Vote Required for Termination. In order to terminate employee with or without cause, a two thirds (2/3rds) majority of the governing body shall be required. Yeas: All.

Motion made by Bratton, seconded by Schasteen to approve a 5% increase to the city manager's salary for 2026. Yeas: All.

COUNCIL REPORTS

Kevin Schasteen ~ I talked to my good friend Santa Claus and he had a good time here in town over the weekend. He was at the tree lighting and all the events. Good job to all the crews.

Lawrence Dickinson ~ I attended the Mayor's Christmas tree lighting and thought that it was very nice. It was good to see some activity downtown. I would like to see a lot more.

Derek Henness ~ Sorry, I missed the tree lighting. We had a birthday party for my wife. The downtown looks nice.

Dale Bratton ~ I had a citizen ask about when Anna January Park is going to be open again. I also had a citizen that wanted to know why there was not Christmas lights put up on 6th Street.

Tammy Filipin ~ I was also at the Mayor's Christmas tree lighting. It was the first one that I have attended. It is important that we show up to community events. It was a lot of fun. I really liked it. The cabin looks really nice with the lights around the windows and the trees.

Cathy Caldwell ~ Tammy thank you for everything that you do at the Cabin throughout the year. I had a conversation with Vincent Porter about the chicken situation. I would like for you to keep an open mind on this. I went down and visited his coop. It is very well taken care of. His chickens are healthy and very content. I had Bret talk with Teresa to give me some information to see if there were any issues over the five years since we have allowed chickens. The offenses that they have had in the past were eleven did not have permits and many of them got rid of their chickens because they did not want to pay the fee. One had ducks that is not permitted. One for an insufficient coop and one because they had a rooster. I would like for us to have Bret to look at what we would need to do to increase the number of chickens to ten. We need to look at what the residents are needing and what they would like to have and this is something that is very important to Vincent.

Motion made by Bratton, seconded by Caldwell to direct the City Manager to draft an ordinance to increase the number of chickens allowed in Osawatomie from five to ten. Yeas: (7) Schasteen, Macek, Diehm, Dickinson, Bratton, Filipin and Caldwell. Nays: (1) Henness.

MAYOR'S REPORT

Nick Hampson ~ The City Christmas party is Saturday at 6:00 p.m. at the Elks. I hope that everyone can make it. The Christmas lights do look nice. I have received a couple of compliments on them. We appreciate everyone's work on that. I felt like the turnout was good for the lighting.

CITY MANAGER & STAFF REPORTS.

Bret Glendening ~ Court will be held at 605 O'Neal from January 1st through the end of April.

We have a walk through on Tuesday at 10:00 a.m. at 5th Street Terrace with Killough Construction and the home builder to identify any issues with the pad ready sites and the infrastructure that has been installed and to create a punch list.

Employee evaluations for all employees have started including department heads.

Chad Tenpenny gave me an update that the reconnaissance survey is still in the works. The shutdown slowed down the process but it is my understanding that the report has been completed and it is in the process of being reviewed.

I do not know if any of you remember but a couple of years ago the county received a grant to help pay for Placer.ai. Placer.ai has done a demo for me. The software is impressive with what it can do. I asked them to provide me with data for September 27th and 28th down at the trail head in Osawatomie where the Ultra Palooza took place. It shows on the first sheet that I passed around that the number of visitors on September 27th was over 400. On the last day of the race, on September 28th, you can see that they number of visitors dropped down to about 100. The software will also give you the percentage of people that visited the area that you geofence around and will identify the zip codes where those people came from. One of the most interesting features you can see on the back side is that it shows where the individuals stopped prior to their travel to the area that we geofenced and then where they went afterwards. From an economic development perspective, this tool is pretty powerful. The cost for this software for one year is \$8,000.00. I can see us using it for the Jamboree, Lights on the Lake and golf tournaments. Is this something that we would be interested in?

Michele Silsbee ~ If you did notice there are extensions on the Main Street box culvert. Next week asphalt will go in. We are going to have them basically asphalt the entire thing and then we will come back to saw cut and put the curbs in. That way they can do asphalt while they have the asphalt here and do not have to have us set up to put in curbs.

OTHER DISCUSSION/MOTIONS.

Motion made by Schasteen, seconded by Bratton to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:45 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL OPERATING	MISCELLANEOUS PETTY CASH	AU CONSTRUCTION LLC	AU CONSTRUCTION LLC:LOTS MEM HALL DEPOSIT RETURN MEM HALL DEPOSIT RETURN MEM HALL DEPOSIT MEM HALL DEPOSIT MEM HALL RENT AUDT DEPOSIT RETURN MEM HALL DEPOSIT AUDITORIUM DEPOSIT AUDITORIUM DEPOSIT MEM HALL DEPOSIT RETURN MEM HALL DEPOSIT RETURN TOTAL:	29,565.20 150.00 150.00 150.00 100.00- 100.00 100.00 100.00 150.00 150.00 100.00 100.00 100.00 150.00 150.00 30,765.20
ADMINISTRATION	GENERAL OPERATING	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS OCTOBER 2025 CITY BILLS OCTOBER 2025 CITY BILLS NAV RAT'S OFFICE PRODUCTS INC FIRST OPTION BANK	95.42 43.14 1,283.91 AP CHECKS HALLOWEEN CANDY GLOW STICKS KEYBOARD MOUSE COMBOS DOMAIN REGISTRATION KEURIG PARTS RIBBON HOTEL STAY SEAMANDS WEB DESIGN & MIGRATION GAS SERVICES MTI TRAINING - TAMMY UTV STICKERS REFUSE SERVICES INTERNET SERVICES COPIES - CITY HALL COPIES - CM OFFICE COPIER LEASE COPIES - CM OFFICE JULY BANK INTEREST TESTING KIOSK - UTILITY BI AUG BANK INTEREST SEPT BANK FEES CHRISTMAS LIGHTS DONATION PHONE SERVICES 11/24/2025 - PAYROLL 11/28/2025 - PAYROLL SERVI	3,603.79 920.40 75.00 24.00 19.45 412.15 335.92 23.57 259.81 111.68 1.70- 1.00 1.44- 1.71- 100.00 244.95 130.98 141.03 4,179.50 1,460.00 57.32 21.09 1,591.51 20.00 3,098.18 862.42 400.00 550.00 36.60 81.04 36.07
				ENTERPRISE FM TRUST CHERRYROAD MEDIA BIERMAN'S CHRISTMAS TREE FARM COLUMN SOFTWARE PBC VITAL RECORDS CONTROL COMPANIES, LLC	621906-110525 BEST OF MI CO THANK YOU MAYORS CHRISTMAS TREE LEGAL NOTICES LEGAL NOTICES SHREDDING SERVICES

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OWL LABS INC	MEETING OWL 4+	1,999.00
			TOTAL:	23,204.62
CODES ENFORCEMENT	GENERAL OPERATING	VERIZON WIRELESS NEXTIVA, INC. PAYCHEX WEX BANK INFINITY TECHNOLOGY SERVICES LLC STIFTER, TYLER ENTERPRISE FM TRUST KALWEI ENTERPRISES LLC	CELLULAR PHONES PHONE SERVICES 11/24/2025 - PAYROLL 11/28/2025 - PAYROLL SERVI FUEL IT SERVICES PROJECT LABOR - EMAIL NUISANCE MOWING 10/01/2025 NUISANCE MOWING 10/15/25 621906-110525 621906-110525 CAR WASH TOKENS	78.84 45.93 24.56 26.45 180.96 298.46 581.00 344.00 344.00 862.42 862.42 13.00 TOTAL: 3,662.04
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC CITY OF OSAWATOMIE O'REILLY AUTO PARTS FIRST OPTION BANK FAMILY CENTER FARM & HOME KANSAS GAS SERVICE AT&T MOBILITY GALL'S INC MISCELLANEOUS JOHNSON, CADEN WASTE MANAGEMENT FBI-LEEDA NEXTIVA, INC. PAYCHEX TOSHIBA FINANCIAL SERVICES TRANSUNION RISK & ALTERNATIVE PARKSEITE GERMAN SHEPARDS OPTIMUM BRIGHTSPEED WEX BANK INFINITY TECHNOLOGY SERVICES LLC	TOWING - UNIT 2 STARTER REPAIRS 2017 TAHOE THERMOSTAT, CAP, PUMP, GAL OCTOBER 2025 CITY BILLS WASHER FLUID & MOTOR OIL UNIFORM SUPPLIES SUBSCRIPTION SERVICES OFFICE SUPPLIES SAFETY FLARES LINDAR LASER RANGEFINDER SIGNAL PROLASER III RADAR DECATUR ANTENNA KUSTOM SIGNALS RAPTOR ALCOHOL TESTER SENSOR PAPER BOWLS AND PLATES SPECIMEN CUPS INK PAD OTTERBOX CASES KTA TOLLS HOTEL STAY ROEHL COUPLING 1-1/4 FLEX GAS SERVICES CELL PHONE SERVICE SHIRTS & APPLICATIONS JOHNSON, CADEN: REIMBURSEM REFUSE PD ELI WICHITA - 06/2025 PHONE SERVICES 11/24/2025 - PAYROLL 11/28/2025 - PAYROLL SERVI COPIER PEASE PD PERSONS SEARCHES INUUKSHUK 30/25 INUUKSHUK 30/25 CABLE SERVICES BRIGHTSPEED FUEL IT SERVICES IT SERVICES	270.00 775.41 507.44 746.06 63.44 105.35 105.33 91.94 149.00 559.39 299.38 79.34 552.29 202.06 31.65 52.99 84.00 59.90 17.86 318.30 15.98 49.18 902.56 147.29 29.98 33.63 795.00 336.82 180.11 193.93 210.22 115.00 60.00 60.00 14.86 118.52 3,921.57 2,188.42 738.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ENTERPRISE FM TRUST	PROJECT LABOR - EMAIL 621906-110525 621906-110525 621906-110525 621906-110525 621906-110525 621906-110525 621906-110525	4,260.18 976.58 973.54 973.54 959.98 967.80 10,935.60
		KALWEI ENTERPRISES LLC	CAR WASH TOKENS	357.00
		ALWAYS & FUREVER MIDWEST ANIMAL SANCTU	COURT HOLD - 10/23-10/27	300.00
		CALLYO 2009 CORP	12 MO CALLYO	3,000.00
		OLATHE T-SHIRT & TROPHY, INC.	SWEATSHIRTS	1,739.00
		CINTAS	STOCK FIRST AID CABINET	72.61
		VITAL RECORDS CONTROL COMPANIES, LLC	SHREDDING SERVICES	<u>36.07</u>
			TOTAL:	<u>40,734.27</u>
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE FIRST OPTION BANK FAMILY CENTER FARM & HOME KANSAS GAS SERVICE BRADLEY AIR CONDITIONING & HEATING WASTE MANAGEMENT GOOD GUYS PLUMBING INC PETTY CASH NEXTIVA, INC. PAYCHEX INFINITY TECHNOLOGY SERVICES LLC CHERRYROAD MEDIA	OCTOBER 2025 CITY BILLS KEYBOARD MOUSE COMBOS PIPE PVC S&D GAS SERVICES CHECKED FURNACE - 11/06/25 REFUSE SERVICES SEWER LINE SERVICE CALL POSTAGE - CABIN PHONE SERVICES 11/24/2025 - PAYROLL 11/28/2025 - PAYROLL SERVI IT SERVICES PROJECT LABOR - EMAIL BEST OF MI CO CABIN	329.69 19.99 29.99 66.14 125.00 64.90 140.00 4.97 45.93 24.56 26.45 298.46 581.00 <u>295.00</u> TOTAL: <u>2,052.08</u>
STREETS & ALLEYS	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC CITY OF OSAWATOMIE FIRST OPTION BANK FAMILY CENTER FARM & HOME KANSAS GAS SERVICE DETROIT INDUSTRIAL TOOL AMERICAN TEXTILE MILLS UNITED RENTALS (NORTH AMERICA) VERIZON WIRELESS WASTE MANAGEMENT CORE & MAIN LP MFA OIL COMPANY POMP'S TIRE SERVICE INC NEXTIVA, INC. PAYCHEX WEX BANK MILLER AUTO SUPPLY INFINITY TECHNOLOGY SERVICES LLC	TIRE REPAIR OCTOBER 2025 CITY BILLS OCTOBER 2025 CITY BILLS OCTOBER 2025 CITY BILLS OCTOBER 2025 CITY BILLS ICE MAKER BUCKET BROOM PARTS GAS SERVICES ALL CUT SUPREME HOT SAW BL WIPERS, NUWIPES 2 PADS & DEGREASER CELLULAR PHONES REFUSE SERVICES 30 GALV METAL FLARED END FUEL TANDEM TIRES PHONE SERVICES 11/24/2025 - PAYROLL 11/28/2025 - PAYROLL SERVI FUEL REPAIR KIT, THREADLOCK THREADLOCK LRG DIA TL RED SWEEPER PARTS CARLYLE IT SERVICES IT SERVICES	40.00 3.09 133.20 1.50 634.34 312.50 5.03 177.51 387.85 166.75 375.53 120.03 79.95 1,101.18- 750.09 1,198.14 45.93 24.56 26.45 379.57 76.51 30.50 53.48 298.46 2.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ENTERPRISE FM TRUST	PROJECT LABOR - EMAIL 621906-110525 621906-110525	581.00 1,509.20 1,503.58
		KALWEI ENTERPRISES LLC	CAR WASH TOKENS	20.00
		CRAFCO, INC.	GRAZOR BILLY GOAT 169CC	<u>1,350.00</u>
			TOTAL:	9,186.07
PARKS & CEMETERIES	GENERAL OPERATING	OFFICE OF THE STATE FIRE MARSHAL	BOILER LICENSE	180.00
		CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	3.08
			OCTOBER 2025 CITY BILLS	133.20
			OCTOBER 2025 CITY BILLS	100.94
		FIRST OPTION BANK	OCTOBER 2025 CITY BILLS	10.09
			JETBACKUP	11.95
		FAMILY CENTER FARM & HOME	ICE MAKER	312.49
			LANDSCAPE DRAGS	377.98
		MIAMI LUMBER INC.	NODDLE, PAINT BRUSH & SHEL	9.99
			PELLET, BRAID, MOUSE	60.35
			COUPLINGS	17.98
			FLEX COUPLING	17.98-
			COUPLING, LADDERS	106.98
			AUDITORIUM REPAIRS	57.04
			WOOD PATCH	21.98
			AUDITORIUM REPAIRS	4.92
			AUDITORIUM PAINT	66.98
		RURAL WATER DIST. #2	RURAL WATER SERVICES	54.00
		VIKING INDUSTRIAL SUPPLY	TOWELS TOILET TISSUE CLEAN	1,129.06
		MISCELLANEOUS JENKINS, DOUG	JENKINS, DOUG: HANG NEW DO	100.00
		AMERICAN TEXTILE MILLS	WIPERS, NUWIFES	166.76
		MADDEN RENTAL LLOYD MADDEN	OCT 2025 PORTABLE TOILET	315.00
		GERKEN RENT-ALL INC	BOOM LIFT RENTAL	728.50
		REINDERS INC	PELADOW PELLETS	925.10
		VERIZON WIRELESS	CELLULAR PHONES	40.01
		WASTE MANAGEMENT	REFUSE SERVICES	79.95
		SCARECROW FARM LAWN CARE	MOWING - NOV 2025	3,083.33
		MFA OIL COMPANY	FUEL	468.22
		EVERGY	UTILITLY BILLS	17.70
		NEXTIVA, INC.	PHONE SERVICES	30.66
		PAYCHEX	11/24/2025 - PAYROLL	16.40
			11/28/2025 - PAYROLL SERVI	17.65
		WATERS HARDWARE	DOOR STOP	13.99
		MCCREA MANAGEMENT LLC	NOV 2025 CEM MANAGEMENT	500.00
		WEX BANK	FUEL	169.46
		MILLER AUTO SUPPLY	6A CHARGER MAINTAINER	37.99
		INFINITY TECHNOLOGY SERVICES LLC	TOGGLE SWITCH	53.64
		ENTERPRISE FM TRUST	IT SERVICES	199.22
			IT SERVICES	2.50
			PROJECT LABOR - EMAIL	387.82
		CLOVERLEAF INC	621906-110525	1,235.69
			621906-110525	1,190.24
		BRADFORD LAWN & LANDSCAPE	PLAYGROUND INSTALL	8,000.00
			INSTALL PLASTIC BORDERS	1,350.00
			NOV 2025 MOWING CONTRACT	<u>17,466.00</u>
			TOTAL:	39,236.86
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	595.56
		FAMILY CENTER FARM & HOME	COUPLING & ADAPTER	7.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS GAS SERVICE	GAS SERVICES	240.84
		WASTE MANAGEMENT	REFUSE SERVICES	22.93
		NEXTIVA, INC.	PHONE SERVICES	107.14
		PAYCHEX	11/24/2025 - PAYROLL	57.29
			11/28/2025 - PAYROLL SERVI	61.69
			11/28/25 - FIRE PAYROLL	281.55
		WEX BANK	FUEL	142.69
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	696.15
		ENTERPRISE FM TRUST	PROJECT LABOR - EMAIL	1,355.18
			621906-110525	<u>990.89</u>
			TOTAL:	4,559.58
MUNICIPAL COURT	GENERAL OPERATING	LAW OFFICE OF SHEILA M.SCHULTZ	NOV 2025 MUNICIPAL COURT	3,227.00
		NEXTIVA, INC.	PHONE SERVICES	45.93
		PAYCHEX	11/24/2025 - PAYROLL	24.56
			11/28/2025 - PAYROLL SERVI	26.45
		TRAVELERS BOND EXPRESS	HASTINGS BOND	50.00
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	298.46
		GIZAW LAW LLC	PROJECT LABOR - EMAIL	581.00
			COURT APPOINTED ATTNY	200.00
			COURT APPOINTED ATTNY	200.00
			COURT APPOINTED ATTNY	200.00
			COURT APPOINTED ATTNY	200.00
			COURT APPOINTED ATTNY	200.00
			25CR0120	200.00
			25CR0085	200.00
			COURT APPOINTED ATTNY	200.00
		KN LAW GROUP	OCT 2025 CONTRACT FEE	8,000.00
		LEWIS, MARK D	25TR00006	250.00
			24CR0155	250.00
			24CR0139	200.00
			25TR0325	200.00
			25TR0141	200.00
			25TR0178	200.00
			24TR0333	200.00
			24TR1028	200.00
			COURT APPOINTED ATTNY	250.00
			COURT APPOINTED ATTNY	250.00
			COURT APPOINTED ATTNY	<u>250.00</u>
			TOTAL:	16,303.40
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	426.16
		FIRST OPTION BANK	BOOKS	75.24
			CLEANING SUPPLIES	45.90
			PROGRAM MATERIALS	11.21
			CRAFT SUPPLIES	163.53
			DVDS	17.95
			BOOKS	33.00
			PAPER	42.56
			PROGRAMS	20.97
			PAPER SUPPLIES	19.73
			CIRCULATION	13.50
			JACKET COVERS	93.84
			BEADED TEASPOON	1.25
			DVDS	92.70
			NODDLE, PAINT BRUSH & SHEL	25.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS GAS SERVICE	GAS SERVICES	83.59
		NEKLS	PATRON CARDS	36.00
		WAL-MART CAPITAL ONE	PROGRAM SUPPLIES	26.64
		T MOBILE	WIFI HOTSPOTS	188.10
		WASTE MANAGEMENT	REFUSE SERVICES	87.40
		MIDWEST TAPE	RECYLCING LIBRARY	11.82
		KWIKOM COMMUNICATIONS	DIGITAL MEDIA	315.42
		OTTAWA LIBRARY	INTERNET SERVICES	95.00
		RICOH USA, INC.	BOOKS	19.99
		NEXTIVA, INC.	COPIES - OVERAGES LIBRARY	133.99
		PAYCHEX	PHONE SERVICES	15.27
		INGRAM LIBRARY SERVICES	11/24/2025 - PAYROLL	8.17
			11/28/2025 - PAYROLL SERVI	8.79
			BOOKS	75.24
			BOOKS	36.71
			BOOKS	10.27
			BOOKS	39.98
			BOOKS	26.10
			BOOKS	76.24
			BOOKS	21.53
			BOOKS	51.36
			BOOKS	45.87
			BOOKS	13.49
			BOOKS	18.11
			BOOKS	19.25
			BOOKS	13.86
			BOOKS	56.09
			BOOKS	23.61
			BOOKS	15.02
			BOOKS	27.24
			BOOKS	34.65
			BOOKS	62.77
			BOOKS	12.28
			BOOKS	24.96
			BOOKS	226.65
			BOOKS	153.94
		MIAMI COUNTY REPUBLIC	1 YEAR SUBSCRIPTION	60.50
		BRIGHTSPEED	BRIGHTSPEED	56.08
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	99.24
			PROJECT LABOR - EMAIL	193.18
			TOTAL:	3,607.11
WATER ADMINISTRATION	WATER	CITY OF OSAWATOMIE	NOV 2025 - HSA CONTRIBUTIO	162.92
		WASTE MANAGEMENT	REFUSE SERVICES	79.95
		KPERS	KPERS - 11/14/25	727.63
		VANTAGEPOINT TRANSFER	11/28/25 - KPERS	763.12
		EFTPS	11/14/25 - IMCA	209.04
		POSTALOCITY.COM	11/28/25 - ICMA	209.27
		PRINCIPLE LIFE INSURANCE COMPANY	11/14/25 - EFTPS	520.21
		AETNA HEALTH INSURANCE	11/28/25 - EFTPS	545.43
			POSTAGE	1,350.00
			NOVEMBER 2025 - LIFE, DEN,	68.80
			NOVEMBER 2025 - LIFE, DEN,	14.22
			NOVEMBER 2025 - HEALTHCARE	878.50
			TOTAL:	5,529.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	9,773.35
			OCTOBER 2025 CITY BILLS	181.82
			NOV 2025 - HSA CONTRIBUTIO	187.50
		FIRST OPTION BANK	DISTILLED WATER, TAPE, FOA	42.03
		FAMILY CENTER FARM & HOME	FLASHLIGHTS	258.30
			KEY STANDARD	3.38
			HEATER & HEAT BULBS	49.66
			HEATERS	49.66-
		MIAMI LUMBER INC.	PINK STYROFOAM, SHOVEL	480.56
		USA BLUE BOOK	TNT AMMONIA EST WIPES	518.62
			KIMWIPE DISPOSABLE	151.33
		BRADLEY AIR CONDITIONING & HEATING	HACH PH ELECTRODE SOLUT	199.26
		HAWKINS INC	HACK, STABLE, REAGENTS	2,193.35
			IGNITION BOARD BAD REPAIRE	429.23
			Ammonia	1,166.64
			Freight	27.00
			Bleach	3,191.04
			Polymer	7,083.18
			Freighr	27.00
		VERIZON WIRELESS	CELLULAR PHONES	138.57
		WASTE MANAGEMENT	REFUSE SERVICES	38.78
		KPERS	KPERS - 11/14/25	681.91
			11/28/25 - KPERS	776.52
		EFTPS	11/14/25 - EFTPS	531.10
			11/28/25 - EFTPS	612.78
		CCL SUPPLY, LLC	NP-6800IN NATURAL ROLL	95.00
		NEXTIVA, INC.	PHONE SERVICES	45.93
		PAYCHEX	11/24/2025 - PAYROLL	24.56
		PRINCIPLE LIFE INSURANCE COMPANY	11/28/2025 - PAYROLL SERVI	26.45
			NOVEMBER 2025 - LIFE, DEN,	23.00
			NOVEMBER 2025 - LIFE, DEN,	75.22
			NOVEMBER 2025 - LIFE, DEN,	18.64
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	298.46
			IT SERVICES	1.67
		ENTERPRISE FM TRUST	PROJECT LABOR - EMAIL	581.00
		CINTAS	621906-110525	1,083.36
		MICROBAC LABORATORIES, INC	CABINET ORGANZIED & REFILL	25.92
			STOCKED FIRST AID CABINET	13.23
		AETNA HEALTH INSURANCE	ANALYTICAL SERVICES	350.50
			ANALYTICAL SERVICE	25.50
			NOVEMBER 2025 - HEALTHCARE	1,119.66
			TOTAL:	32,501.35
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	3.08
			OCTOBER 2025 CITY BILLS	111.79
			NOV 2025 - HSA CONTRIBUTIO	41.68
		FIRST OPTION BANK	BATTERY	5.99
		FAMILY CENTER FARM & HOME	PLIER GROOVED LOCKING BOOT	146.97
		DETROIT INDUSTRIAL TOOL	ALL CUT SUPREME HOT SAW BL	387.85
		KANSAS ONE CALL SYSTEM INC	LOCATES OCTOBER 2025	23.49
		AMERICAN TEXTILE MILLS	WIPERS, NUWIPES	183.07
		VERIZON WIRELESS	CELLULAR PHONES	39.25
			CELLULAR PHONES	38.49
		SCHULTE SUPPLY	CELLULAR PHONES	53.35
		CORE & MAIN LP	NEPTUNE RUBBER LINER	24.00
			10X20 REP CLP	444.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BLUE FLAG W/SCREEN WIRE ST	140.00
			3/4 X 100 CTS DR9 TUBE BLU	215.00
			COPPERHEAD TW TRACER WIRE	293.34
			FEM ADPT OVC UNION BRS ADP	1,193.38
		MFA OIL COMPANY	FUEL	3.04
		KPERS	KPERS - 11/14/25	307.96
		EFTPS	11/28/25 - KPERS	279.89
			11/14/25 - EFTPS	215.83
		NEXTIVA, INC.	11/28/25 - EFTPS	195.78
		PAYCHEX	PHONE SERVICES	15.39
		PRINCIPLE LIFE INSURANCE COMPANY	11/24/2025 - PAYROLL	8.23
			11/28/2025 - PAYROLL SERVI	8.86
			NOVEMBER 2025 - LIFE, DEN,	11.50
			NOVEMBER 2025 - LIFE, DEN,	12.54
			NOVEMBER 2025 - LIFE, DEN,	3.12
		WEX BANK	FUEL	254.27
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	99.98
		ENTERPRISE FM TRUST	PROJECT LABOR - EMAIL	194.64
			621906-110525	361.12
			621906-110525	1,313.49
		KALWEI ENTERPRISES LLC	621906-110525	1,190.10
		COOK CHIROPRACTIC	CAR WASH TOKENS	10.00
		AETNA HEALTH INSURANCE	EMPLOYMENT PHYSICALS	40.00
			NOVEMBER 2025 - HEALTHCARE	<u>248.82</u>
			TOTAL:	8,120.14
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	ACHEY, DALE	76.74
			STRATTON, DONALD	41.48
			MCDANIEL, DANNY	100.91
			JOECKEL, KABRA	72.92
			ORTIZ-PARAMO, ALEXIS	63.17
			BCM ENTERPRISE LLC	217.20
			SKELLEY-FOLLIS, LOR	1.35
			TOTAL:	573.77
ELECTRIC ADMINISTRATIO	ELECTRIC	CITY OF OSAWATOMIE	NOV 2025 - HSA CONTRIBUTIO	184.60
		KANSAS DEPT OF REVENUE	UTILITIES - SALES TAX	1,451.46
			UTILITIES - SALES TAX	5,191.46
			UTILITIES - SALES TAX	4,449.83
			UTILITIES - SALES TAX	4,917.85
		KSFIBERNET	INTERNET SERVICES	550.00
		KPERS	KPERS - 11/14/25	751.77
		VANTAGEPOINT TRANSFER	11/28/25 - KPERS	790.20
			11/14/25 - IMCA	210.36
			11/28/25 - ICMA	210.57
		EFTPS	11/14/25 - EFTPS	549.70
			11/28/25 - EFTPS	576.80
		POSTALOCITY.COM	POSTAGE	3,900.00
		PRINCIPLE LIFE INSURANCE COMPANY	NOVEMBER 2025 - LIFE, DEN,	75.30
		AETNA HEALTH INSURANCE	NOVEMBER 2025 - LIFE, DEN,	15.84
			NOVEMBER 2025 - HEALTHCARE	<u>995.08</u>
			TOTAL:	24,820.82
ELECTRIC PRODUCTION	ELECTRIC	KMEA	OCT 2025 - EMP1	32,312.00
			OCT 2025 - EMP1	4,618.00-
			NOV 2025 - GRDA	82,017.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS GAS SERVICE	OCT 2025 - SPA OCT 2025 - WAPA GAS SERVICES	2,747.00 8,619.00 172.43
		VERIZON WIRELESS	GAS SERVICES CELLULAR PHONES	50.46 138.57
		WASTE MANAGEMENT	REFUSE SERVICES	79.95
		EVERGY	REFUSE SERVICES UTILITIES	38.78 23.51
		WEX BANK	UTILITIES FUEL	17.70 69.05
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	1.67
		ENTERPRISE FM TRUST	621906-110525	91.94
		EVERGY KANSAS CENTRAL, INC.	OCT 2025 SOLAR ARRAY	<u>37,586.39</u>
			TOTAL:	159,347.45
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	155.13
			OCTOBER 2025 CITY BILLS	111.78
			OCTOBER 2025 CITY BILLS	10.73
			OCTOBER 2025 CITY BILLS	98.34
		KANSAS MUNICIPAL UTILITIES INC	KMU ACADEMY LINEMAN LV	150.00
		KANSAS ONE CALL SYSTEM INC	LOCATES OCTOBER 2025	23.49
		VERIZON WIRELESS	CELLULAR PHONES	78.50
		KPERS	CELLULAR PHONES	39.25
		VANTAGEPOINT TRANSFER	CELLULAR PHONES	53.35
		EFTPS	KPERS - 11/14/25	949.29
			11/28/25 - KPERS	1,273.57
			11/14/25 - IMCA	45.00
			11/28/25 - ICMA	45.00
			11/14/25 - EFTPS	676.39
			11/28/25 - EFTPS	908.02
		NEXTIVA, INC.	PHONE SERVICES	76.60
		PAYCHEX	11/24/2025 - PAYROLL	40.96
		PRINCIPLE LIFE INSURANCE COMPANY	11/28/2025 - PAYROLL SERVI	44.10
		WEX BANK	NOVEMBER 2025 - LIFE, DEN,	20.70
		GRAYBAR ELECTRONIC COMPANY, INC.	FUEL	563.84
		INFINITY TECHNOLOGY SERVICES LLC	ALUMA FORM 38 LP KG634M-8	429.41
		ENTERPRISE FM TRUST	1-1/2X3-1/2 FT EXT ROD	610.03
			IT SERVICES	497.67
			PROJECT LABOR - EMAIL	968.82
			621906-110525	93.06
			621906-110525	361.12
			621906-110525	<u>865.52</u>
			TOTAL:	9,189.67
SEWER ADMINISTRATION	SEWER	CITY OF OSAWATOMIE	NOV 2025 - HSA CONTRIBUTIO	48.32
		KPERS	KPERS - 11/14/25	288.82
		VANTAGEPOINT TRANSFER	11/28/25 - KPERS	322.00
		EFTPS	11/14/25 - IMCA	9.81
			11/28/25 - ICMA	9.81
			11/14/25 - EFTPS	204.34
			11/28/25 - EFTPS	227.94
		POSTALOCITY.COM	POSTAGE	750.00
		PRINCIPLE LIFE INSURANCE COMPANY	NOVEMBER 2025 - LIFE, DEN,	14.54
		AETNA HEALTH INSURANCE	NOVEMBER 2025 - LIFE, DEN,	3.58
			NOVEMBER 2025 - HEALTHCARE	<u>275.86</u>
			TOTAL:	2,155.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	3,780.05
		FIRST OPTION BANK	NOV 2025 - HSA CONTRIBUTIO	62.52
		TG TECHNICAL SERVICES	REYNERA PLUNGER CLOG REMOV	31.88
		WASTE MANAGEMENT	LEL SENSORS S2 & M2A	360.41
			REFUSE SERVICES	77.56
			SLUDGE HAUL OFF	3,224.43
		KPERS	SLUDGE HAUL OFF	6,586.70
		EFTPS	KPERS - 11/14/25	227.30
			11/28/25 - KPERS	258.85
			11/14/25 - EFTPS	177.06
			11/28/25 - EFTPS	204.28
		NEXTIVA, INC.	PHONE SERVICES	30.66
		PAYCHEX	11/24/2025 - PAYROLL	16.40
		PRINCIPLE LIFE INSURANCE COMPANY	11/28/2025 - PAYROLL SERVI	17.65
		INFINITY TECHNOLOGY SERVICES LLC	NOVEMBER 2025 - LIFE, DEN,	25.10
			NOVEMBER 2025 - LIFE, DEN,	6.22
			IT SERVICES	199.22
			IT SERVICES	1.66
			PROJECT LABOR - EMAIL	387.82
		AETNA HEALTH INSURANCE	NOVEMBER 2025 - HEALTHCARE	<u>373.26</u>
			TOTAL:	16,049.03
SEWER COLLECTION	SEWER	BREWER'S AUTOMOTIVE REPAIR INC	INTERSTATE BATTERY MTP-78D	166.00
		CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	3.08
			OCTOBER 2025 CITY BILLS	111.79
			OCTOBER 2025 CITY BILLS	27.64
			OCTOBER 2025 CITY BILLS	385.52
			NOV 2025 - HSA CONTRIBUTIO	41.66
		MISSION COMMUNICATIONS LLC	LIFT STATION SERVICES	2,089.40
		KANSAS ONE CALL SYSTEM INC	LOCATES OCTOBER 2025	23.51
		USA BLUE BOOK	HACK, STABLE, REAGENTS	19.59
		VERIZON WIRELESS	CELLULAR PHONES	53.35
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	90.00
		KPERS	KPERS - 11/14/25	307.95
		EFTPS	11/28/25 - KPERS	279.89
			11/14/25 - EFTPS	215.85
			11/28/25 - EFTPS	195.82
		PRINCIPLE LIFE INSURANCE COMPANY	NOVEMBER 2025 - LIFE, DEN,	12.54
			NOVEMBER 2025 - LIFE, DEN,	3.10
		WEX BANK	FUEL	53.56
		ENTERPRISE FM TRUST	621906-110525	361.12
			621906-110525	1,083.36
		AETNA HEALTH INSURANCE	NOVEMBER 2025 - HEALTHCARE	<u>248.82</u>
			TOTAL:	5,773.55
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURBSIDE PICKUP	<u>33,008.36</u>
			TOTAL:	33,008.36
LIBRARY	LIBRARY	FIRST OPTION BANK	HALLOWEEN DECOR	47.99
			FUNDRAISER SUPPLIES	351.32
			DRINKS FOR EVENT	112.28
			HALLOWEEN DECOR	46.99
			ADVERTISEMENTS - FACEBOOK	2.00
			GRANT SUPPLIES	47.16
			ADVERTISEMENTS - FACEBOOK	5.00
			ADVERTISEMENTS - FACEBOOK	6.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ADVERTISEMENTS - FACEBOOK	7.00
			ADVERTISEMENTS - FACEBOOK	8.00
			ADVERTISEMENTS - FACEBOOK	9.00
			TAPE	8.99
			FOOD FOR FUNDRAISER	357.07
			CANDY PROGRAM MATERIALS	119.53
			DISNEY PLUS SUBSRIB	21.94
			ADVERTISEMENT - FACEBOOK	3.00
			ADVERTISEMENT - FACEBOOK	4.00
		MISCELLANEOUS HADLEY, JASE	HADLEY, JASE:DJ SERVICES	250.00
		PETTY CASH	LIBRARY CASH - CONCESSIONS	100.00
			TOTAL:	1,507.27
NON-DEPARTMENTAL		INDUSTRIAL PROMOTI CITY OF OSAWATOMIE	OCTOBER 2025 CITY BILLS	50.38
			TOTAL:	50.38
PARKS & CEMETERIES		SPECIAL PARK & REC CITY OF OSAWATOMIE MADDEN RENTAL LLOYD MADDEN	OCTOBER 2025 CITY BILLS	51.95
			OCT 2025 PORTABLE TOILET	125.00
			TOTAL:	176.95
STREET AND ALLEYS		STREET IMPROVEMENT KILLOUGH CONSTRUCTION INC ESSARY PLUMBING HAMM INC.	PLANT MIX 10/2 - 10/03	1,017.10
			TRUCKING FOR ALLEY	1,686.23
			AB-3	1,023.22
			AB-3	317.92
			AB-3	677.00
			TOTAL:	4,721.47
NON-DEPARTMENTAL	TOURISM	KANSAS DEPT OF REVENUE	TOURISM SALES TAX	2.51
			TOTAL:	2.51
CABIN	TOURISM	KANSAS GAS SERVICE WINGERT SIGN COMPANY LLC PETTY CASH WATERS HARDWARE TENPENNY LAW LLC	GAS SERVICES	131.07
			NOV 2025 BILLBOARD RENTAL	1,950.00
			CRICKET PETTY CASH	500.00
			DEPOSIT OF PETTY CASH	10.00-
			CANOPY TENTS	240.00
			NOV 2025 CONSULTING	3,500.00
			TOTAL:	6,311.07
COURSE OPERATIONS	GOLF COURSE	BREWER'S AUTOMOTIVE REPAIR INC CITY OF OSAWATOMIE OLATHE WINWATER WORKS FIRST OPTION BANK FAMILY CENTER FARM & HOME KANSAS DEPT OF REVENUE	AIRLOC TIRE REPAIR & DISPO	55.16
			MOWER TIRE SWAP & STRAIGHT	95.82
			NOV 2025 - HSA CONTRIBUTIO	83.34
			TAPPED TEE GRIPPER STR ADP	595.00
			BATTERIES	11.00
			HOT DOG BUNS	7.50
			WATER	10.94
			BUNS & SETUP	59.14
			ONIONS	3.95
			HAND SOAP	8.00
			BATTERIES	21.00
			GALLUS GOLF SOFTWARE	225.00
			TEST LEADS & CLIPS	5.89
			ENGRAVED PLATES	9.99
			CABLE SERVICES	147.12
			CLAMP METER	479.00
			OIL UNIV TRACT HYD HK	54.99
			BOGEYS CMB RENEWAL	25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OCT 2025 GOLF SALES TAX	408.85
			OCT 2025 GOLF SALES TAX	350.44
			OCT 2025 GOLF SALES TAX	1,518.57
		BG CONSULTANTS INC	GOLF IMPROVEMENTS	52,625.00
		MIDWEST DISTRIBUTORS	BEER	206.20
		RURAL WATER DIST. #2	RURAL WATER SERVICES	215.41
		OIL PATCH PUMP & SUPPLY INC	COUPLINGS TAPE	299.23
		TURFWERKS	FIELD DECO U12A	1,171.35
		CRAWFORD SALES COMPANY	IRRIGATION TROUBLESHOOTING	2,000.00
		MADDEN RENTAL LLOYD MADDEN	BEER	530.80
		SITEONE LANDSCAPE SUPPLY	OCT 2025 PORTABLE TOILET	95.00
			WIRE CONNECTOR	73.95
			SOCKET, BUSHING, REPAIR	96.99
			HYDROCOVER TRIPLESTART	75.79
		VERIZON WIRELESS	CELLULAR PHONES	38.48
		WASTE MANAGEMENT	REFUSE SERVICES	123.00
		MFA OIL COMPANY	FUEL FOR GOLF	1,888.80
		KPERS	KPERS - 11/14/25	437.96
		VANTAGEPOINT TRANSFER	11/28/25 - KPERS	447.43
			11/14/25 - IMCA	12.50
		EFTPS	11/28/25 - ICMA	12.50
			11/14/25 - EFTPS	496.49
		PETTY CASH	11/28/25 - EFTPS	432.13
		EVERGY	POSTAGE - GOLF	8.55
		NEXTIVA, INC.	UTILITY BILLS	1,177.07
		PAYCHEX	PHONE SERVICES	61.23
		WATERS HARDWARE	11/24/2025 - PAYROLL	32.73
			11/28/2025 - PAYROLL SERVI	35.24
			STAKE FLAGS	36.97
			WINDOW GLASS CAULK	18.47
			MILKHOUSE UTILITY HEATER	32.99
		NUCO PUMP SALES AND SERVICE	REPLACED/PROGRAM VFD	16,237.00
		PRINCIPLE LIFE INSURANCE COMPANY	NOVEMBER 2025 - LIFE, DEN,	9.20
			NOVEMBER 2025 - LIFE, DEN,	25.08
			NOVEMBER 2025 - LIFE, DEN,	6.22
		BRIGHTSPEED	BRIGHTSPEED	128.25
		MILLER AUTO SUPPLY	RV ANTIFREEZE	3.99
		INFINITY TECHNOLOGY SERVICES LLC	IT SERVICES	397.69
		CHERRYROAD MEDIA	PROJECT LABOR - EMAIL	774.18
		CINTAS	BEST OF MI CO - GOLF	200.00
		GALLUS GOLF LLC	FIRST AID CABINET & FILL	458.10
		HARRELL'S LLC	CABINET DISINFEC MEDS	22.02
		AETNA HEALTH INSURANCE	MONTHLY MOBILE APP	225.00
		KINNAN CONCRETE, LLC,	AGRA ROUSE PGR 1 GAL	271.00
			NOVEMBER 2025 - HEALTHCARE	497.64
			WATERING GREENS 3 DAYS	<u>1,185.00</u>
			TOTAL:	87,298.33
ADMINISTRATION	CIP - ARTS COMMISS	FIRST OPTION BANK	HALLOWEEN ARTS COMMISSION	<u>104.87</u>
			TOTAL:	104.87
WATER DISTRIBUTION	CIP -WATER	BG CONSULTANTS INC	#21 - WTP	53,766.00
			WATER DIS IMPR #28	<u>74,900.00</u>
			TOTAL:	128,666.00
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	NORTHLAND SEWER	13,650.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRO DESIGN CONTRACTORS, LLC	APP#6 NORTHLAND SEWER	<u>149,934.92</u>
			TOTAL:	<u>163,585.42</u>
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	NOV 2025 - HSA CONTRIBUTIO	2,411.62
		KANSAS DEPT OF REVENUE	11/14 - STATE TAXES	3,924.05
		KANSAS PAYMENT CENTER	11/28/25 - STATE TAXES	4,660.38
		KPERS	NOV 2025 - STATE TAXES	1,176.91
			11/28/25 - GARNISHMENTS	1,286.76
		VANTAGEPOINT TRANSFER	KPERS LIFE - 11/01/25	89.45
		EFTPS	KPERS KP&F - 11/14/25	2,127.45
		PRINCIPLE LIFE INSURANCE COMPANY	KPERS - 11/14/25	4,186.96
			11/28/25 - KPERS	2,530.66
			11/28/25 - KPERS	4,530.61
			11/14/25 - IMCA	1,385.35
			11/28/25 - ICMA	1,378.15
			11/14/25 - EFTPS	16,379.00
		AETNA HEALTH INSURANCE	11/28/25 - EFTPS	20,798.32
			NOVEMBER 2025 - LIFE, DEN,	560.60
			NOVEMBER 2025 - LIFE, DEN,	328.58
			NOVEMBER 2025 - LIFE, DEN,	73.88
			NOVEMBER 2025 - LIFE, DEN,	274.94
			NOVEMBER 2025 - LIFE, DEN,	186.10
			NOVEMBER 2025 - LIFE, DEN,	265.78
			NOVEMBER 2025 - LIFE, DEN,	21.92
			NOVEMBER 2025 - HEALTHCARE	<u>7,493.01</u>
			TOTAL:	<u>76,070.48</u>
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	NOV 2025 - HSA CONTRIBUTIO	1,937.16
		KPERS	KPERS KP&F - 11/14/25	7,340.44
			KPERS - 11/14/25	3,077.12
		VANTAGEPOINT TRANSFER	11/28/25 - KPERS	8,731.62
		EFTPS	11/28/25 - KPERS	3,189.28
		VAUGHANFIRE LLC	11/14/25 - IMCA	282.07
		PRINCIPLE LIFE INSURANCE COMPANY	11/28/25 - ICMA	289.52
			11/14/25 - EFTPS	4,970.82
		TASC	11/28/25 - EFTPS	6,939.47
		AETNA HEALTH INSURANCE	NOV 2025 CONSULTING SERVIC	2,500.00
			NOVEMBER 2025 - LIFE, DEN,	147.20
			NOVEMBER 2025 - LIFE, DEN,	712.94
			NOVEMBER 2025 - LIFE, DEN,	156.48
			DEC 2025 HSA	66.00
			DEC 2025 COBRA	51.53
			NOVEMBER 2025 - HEALTHCARE	11,481.48
			NOVEMBER 2025 - HEALTHCARE	<u>1,824.90</u>
			TOTAL:	<u>53,698.03</u>
INVALID DEPARTMENT	RHID FUND	KILLOUGH CONSTRUCTION INC	5TH STREET ADDITION	410,796.99
		LONG, TERRY	SERVICE GARAGE DOOR 515 CH	<u>200.00</u>
			TOTAL:	<u>410,996.99</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
01	GENERAL OPERATING			173,311.23
02	WATER			46,150.58
03	ELECTRIC			193,931.71
04	SEWER			23,977.60
05	REFUSE			33,008.36
06	LIBRARY			1,507.27
09	INDUSTRIAL PROMOTION			50.38
11	SPECIAL PARK & RECREATION			176.95
12	STREET IMPROVEMENTS			4,721.47
13	TOURISM			6,313.58
18	GOLF COURSE			87,298.33
21	CIP - ARTS COMMISSION			104.87
22	CIP -WATER			128,666.00
24	CIP - SEWER			163,585.42
31	EMPLOYEE BENEFITS			129,768.51
42	RHID FUND			410,996.99

GRAND TOTAL:				1,403,569.25

TOTAL PAGES: 14

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 11/01/2025 THRU 11/30/2025
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 11/01/2025 THRU 11/30/2025

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T - 2 0 2 5 - N O V
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: NO

NOV 17 2025

Place on
City/County

C51392

INDIVIDUAL/SOLE PROPRIETOR
ALCOHOLIC BEVERAGE CONTROL APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGE
(This form has been prepared by the Attorney General's Office) City or County of OSAWATOMIE, KANSAS

11-25-25

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-753181591 F-01I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name <u>DIXIE L BENNER</u>	Phone No. <u>913-731-1209</u>	Date of Birth <u>08/22/51</u>
SSN/EIN <u>485-66-4580</u>	Drivers' License Number <u>K02-05-9553</u>	
Email Address(s). Please separate values with comma <u>0077980@GMAIL.COM</u>		
Residence Street Address <u>701 PARKVIEW WEST</u>	City <u>OSAWATOMIE</u>	State <u>KANSAS</u>
	Zip Code <u>66064</u>	

Applicant Spousal Information

Spouse Name <u>STEVEN C BENNER</u>	Phone No. <u>913-731-1207</u>	Date of Birth <u>01/01/52</u>
Residence Street Address <u>701 PARKVIEW WEST</u>	City <u>OSAWATOMIE</u>	State <u>KANSAS</u>
	Zip Code <u>66064</u>	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event) <u>WHISTLE STOP CAFE</u>	Mailing Address (If different from business address) <u>DIXIE L BENNER</u>
Business Location Address <u>901 South Sixth St.</u>	Address <u>701 PARKVIEW WEST</u>
City <u>OSAWATOMIE</u>	City <u>OSAWATOMIE</u>
State <u>KANSAS</u>	State <u>KANSAS</u>
Zip <u>66064</u>	Zip <u>66064</u>
Business Phone No. <u>913-256-4110</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>DIXIE L BENNER / STEVEN C BENNER</u>	

SECTION 4 – APPLICANT QUALIFICATION

I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I am at least 21 years of age	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I have been a resident of Kansas for at least <u>25</u> years prior to the submission of this application.	
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION 5 – MANAGER OR AGENT QUALIFICATION

My place of business or special event will be conducted by a manager or agent.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

If yes, provide the following:

Manager/Agent Name DIXIE L BENNER	Phone No. 913-731-1209	Date of Birth 08/22/1951
Residence Street Address 701 PARKVIEW WEST	City OSAWATOMIE KS	Zip Code 66064

Manager or Agent Spousal Information

Spouse Name STEVEN C BENNER	Phone No. 913-731-1207	Date of Birth 01/01/1952
Residence Street Address 701 PARKVIEW WEST	City OSAWATOMIE KS	Zip Code 66064

Qualification Statement

My manager/agent and his/her spouse* meets all of the qualifications in Section 4.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

SECTION 6 – DURATION OF SPECIAL EVENT

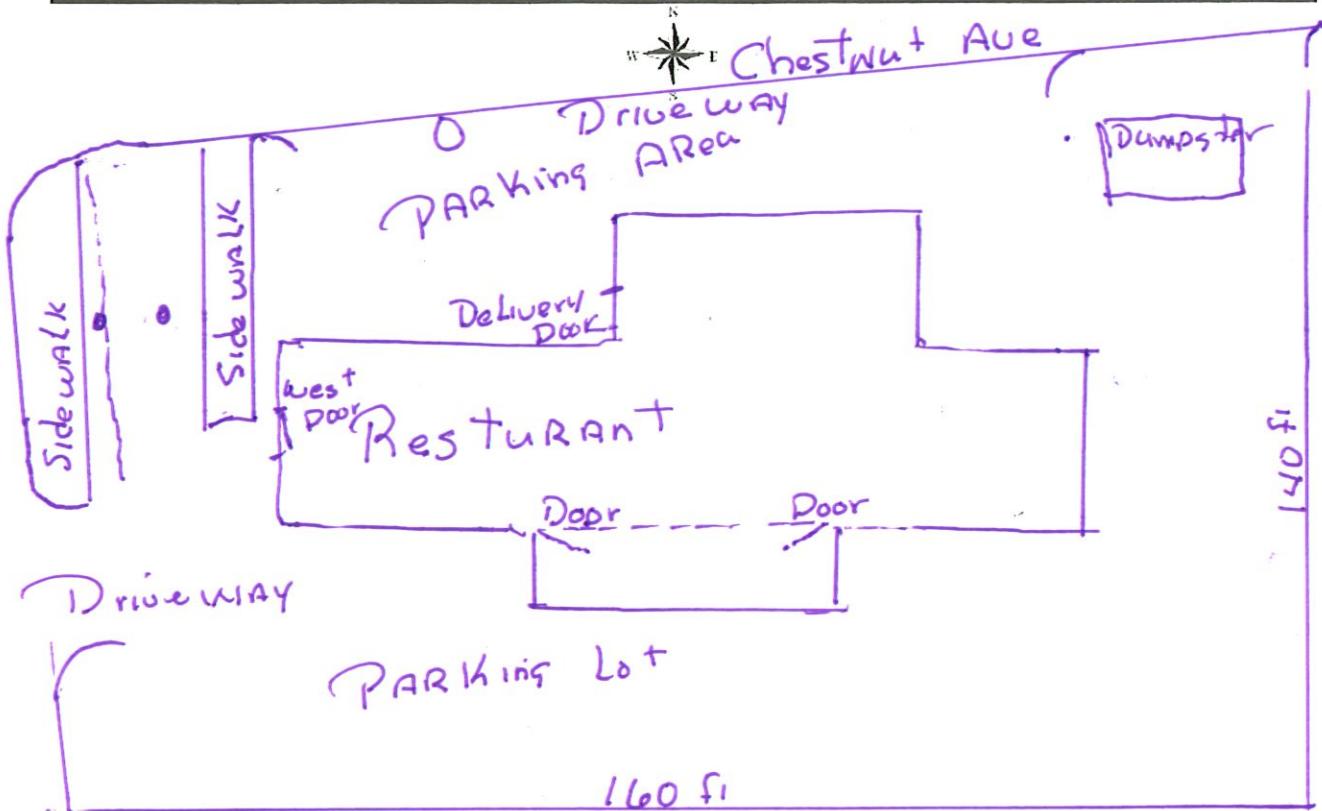
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 7 on the next page.

SECTION 7 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.

STREET
L+1



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct.
(K.S.A. 52-601)

SIGNATURE

Roxie Bennis

DATE 11-13-2025

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date 11-13-25

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet the citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)



Osawatomie
KANSAS

OATH OF OFFICE
(Authorized by K.S.A. 75-4308)

STATE OF KANSAS }
MIAMI COUNTY } S.S.

I, **Nick Hampson**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of **Mayor** for the City of Osawatomie.

Nick Hampson

Subscribed and sworn to before me this 8th day of January, 2025.

Tammy Seamands, City Clerk

(SEAL)



Osawatomie
KANSAS

OATH OF OFFICE
(Authorized by K.S.A. 75-4308)

STATE OF KANSAS }
MIAMI COUNTY } S.S.

I, **Kenny Diehm**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of **Council Member of the 1st Ward** for the City of Osawatomie.

Kenny Diehm

Subscribed and sworn to before me this 8th day of January, 2025.

Tammy Seamands, City Clerk

(SEAL)



Osawatomie
KANSAS

OATH OF OFFICE
(Authorized by K.S.A. 75-4308)

STATE OF KANSAS }
MIAMI COUNTY } S.S.

I, **Kevin Schasteen**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of **Council Member of the 2nd Ward** for the City of Osawatomie.

Kevin Schasteen

Subscribed and sworn to before me this 8th day of January, 2025.

Tammy Seamands, City Clerk

(SEAL)



Osawatomie
KANSAS

OATH OF OFFICE
(Authorized by K.S.A. 75-4308)

STATE OF KANSAS }
MIAMI COUNTY } S.S.

I, **Dale Bratton**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of **Council Member of the 3rd Ward** for the City of Osawatomie.

Dale Bratton

Subscribed and sworn to before me this 8th day of January, 2025.

Tammy Seamands, City Clerk

(SEAL)



Osawatomie
KANSAS

OATH OF OFFICE
(Authorized by K.S.A. 75-4308)

STATE OF KANSAS }
MIAMI COUNTY } S.S.

I, **Tammy Filipin**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of **Council Member of the 4th Ward** for the City of Osawatomie.

Tammy Filipin

Subscribed and sworn to before me this 8th day of January, 2025.

Tammy Seamands, City Clerk

(SEAL)



ACTION ITEM SUMMARY	Item Number:	9.A.
Resolution 1337	Date:	October 15, 2025
City Manager	From:	Bret Glendening

RE: Resolution Authorizing Execution of the Preliminary Development Agreement

RECOMMENDATION: Approve the Preliminary Development Agreement

DETAILS: Main points of note on the development agreement as it currently stands are below:

1. Parties – City of Osawatomie and Alcove Development
2. Price - \$10,000/acre x approx. 115 acres
3. Exclusive Right to Develop Payment – 3% of purchase price
4. City agrees to abate 50% of property taxes for 10 years and issue Industrial Revenue Bonds (payable by the developer, not a city obligation)
5. City agrees to establish proper zoning (if necessary) and issue special use permits (if required)
6. City must provide 1MGD of water and between 50 and 150MW of power.
7. City must provide 5 MW of renewable energy credits (all are available from the solar array and just this year, gained the right to market the REC's from the WAPA and SPA Hydro PPA's)
8. Term – 3 years
9. Estimated economic impact:
 - a. 250-350 construction jobs paying between \$35 and \$105/hour
 - b. 600,000 SF data center campus, permanent FT EE's between 60 and 90 with salaries between \$70,000 and \$130,000/year.
 - c. Cost of construction and development of the campus - \$900M and \$1.1B
 - i. Based on a \$1B facility, at 25% assessment rate for commercial property and our 2026 mill levy of 76, the total property taxes to Osawatomie would be approximately \$19M.
 - ii. Abating 50% of the these taxes still leaves the City of Osawatomie with three times the tax revenue we collect from all other properties within our city limits combined.

I presented the developer with the 6-month, no cost, due diligence period and the 3 1/2 year option on the subject property. The effective date of the agreement will be January 9, the end of the 6 month due-diligence period will be July 9, and the first 3% reserve payment will be due on July 10. These terms were acceptable to the developer.

RESOLUTION NO. 1337

A RESOLUTION AUTHORIZING MAYOR TO EXECUTE THE PRELIMINARY DEVELOPMENT AGREEMENT WITH

WHEREAS, the City of Osawatomie was given 327 acres of surplus state-owned land around the Osawatomie State Hospital in 2005 for economic development purposes, which said land is commonly referred to as the “Northland” properties; and

WHEREAS, the city has regularly pursued development opportunities on the Northland properties, but found limited success thus far; and

WHEREAS, the city was awarded a \$1.5 million dollar BASE Grant to extend sanitary sewer from the wastewater treatment plant to the west side of US 169 to more efficiently service the Northland properties with sanitary sewer service; and

WHEREAS, the City of Osawatomie, Kansas, would see a tremendous benefit to seeing the Northland properties developed; and

WHEREAS, Alcove Development has offered the city a preliminary development agreement to secure for a period of three (3) years, two of the remaining undeveloped parcels of land for possible data centers.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

SECTION 1. The Governing Body hereby authorizes the Mayor to sign the preliminary development agreement with Alcove Development.

SECTION 2. The Governing Body directs the City Manager to oversee the development agreement and ensure that both parties adhere to the terms and conditions thereof.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 11th day of December, 2025, a majority voting in favor of.

(SEAL)

Nick Hampson, Mayor

ATTEST:

Tammy Seamands, City Clerk

PREDEVELOPMENT AGREEMENT

This PREDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 9th day of January, 2026, (the "Effective Date") by and between the CITY OF OSAWATOMIE, KANSAS, a municipal corporation (the "City"), and Alcove Development a Limited Liability Company (the "Developer").

WHEREAS, the City is the owner of approximately 116 acres of land (2 parcels) located generally at 335th Street and Osawatomie Road (the "Property") illustrated in Exhibit A; and

WHEREAS, the Developer desires to explore the development of a data center project (the "Project") on the Property; and

WHEREAS, the City desires to cooperate with the Developer during the predevelopment period to evaluate the feasibility of the Project, establish general terms of sale, and outline mutual responsibilities; and

WHEREAS, the City and Developer recognize that this Project represents a transformational economic development opportunity for the community, providing both short-term and long-term benefits including job creation, infrastructure enhancement, and diversification of the local tax base; and

WHEREAS, the Parties wish to formalize their mutual intent and cooperation through this Agreement to ensure alignment in the planning, due diligence, and entitlement process leading up to the potential sale and full development of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Option to Purchase

The City grants to the Developer an exclusive option to purchase the Property for a period of three and a half (3.5) years from the date of this Agreement (the "Option Period") at a price of Ten Thousand Dollars (\$10,000.00) per acre. The Developer may extend the Option Period by mutual written consent of the Parties. Closing shall occur within ninety (90) days following the Developer's exercise of the option.

During the Option Period, the Developer shall have the right to enter upon the Property for the purpose of conducting inspections, environmental and geotechnical testing, and other investigations deemed necessary to determine the suitability of the Property for the Project. All such activities shall be conducted in a manner that does not unreasonably interfere with existing City operations.

- a. As consideration for the exclusive right to purchase and develop the Property with data centers, Developer agrees to pay to City three percent (3%) of the purchase

price of the Property on an annual basis, beginning on the Effective Date and continuing for two additional annual payments (the "Reserve Payments").

- b. The first six (6) months of the three and a half (3.5) year Option Period shall be considered a "Due Diligence" period, for which no Reserve Payment shall be due. Upon the completion of the Due Diligence period on July 10, 2026, the first 3% Reserve Payment shall be due and payable to the City in the amount of **Thirty-Four Thousand Eight Hundred (\$34,800) Dollars**.
- c. The Reserve Payment will be due annually for two (2) additional years in 2027 and 2028 unless the option to purchase is exercised. Any Reserve Payments made to the City during the Option Period shall be credited to the buyer at closing.
- d. In the event this Agreement and the Option Period expire prior to the Developer exercising its option to purchase the Property for the Project, the Reserve Payments shall remain with the City and the City shall have no further obligation to the Developer.

2. Predevelopment Activities

During the Option Period, the Developer may:

- (a) Conduct surveys, geotechnical tests, environmental studies, and engineering analyses;
- (b) Prepare and submit conceptual and detailed site plans;
- (c) Apply for and obtain zoning, platting, and/or special use permits as necessary;
- (d) Coordinate with the City and applicable utilities regarding infrastructure needs, including water, power, gas, sewer, and communications.

The City agrees to cooperate in good faith by providing access to the Property and relevant information necessary for the Developer's due diligence. The City shall designate a primary point of contact within its administration to coordinate all communications and approvals related to this Agreement.

To the extent that the annexations and/or rezonings align with the city's comprehensive plan, the City agrees to cooperate in good faith with developer's efforts to assemble land from adjoining landowners and assist Developer with annexation/rezoning as necessary.

3. Zoning and Entitlements

The City shall collaborate with the Developer to rezone the Property or issue a special use permit, as necessary, to allow data center use and related improvements. The City shall expedite all development-related reviews and approvals consistent with its ordinances and policies.

The Parties acknowledge that flexibility may be required to accommodate evolving site design needs, including but not limited to stormwater management, ingress and egress, utility alignment, and future expansion potential. The City agrees to reasonably consider any requests for variances or amendments that may be required to optimize site utilization.

4. Utilities and Infrastructure

(a) Water: The City shall provide up to one million (1,000,000) gallons per day of water service to the Property, subject to standard connection fees and extension costs. The City shall collaborate with the Developer to identify long-term infrastructure solutions to ensure adequate pressure and reliability for the Project's operations.

(b) Power: The City shall assign five (5) megawatts (MW) of renewable energy credits (RECs) to the data center end user. The City supports on-site power generation through natural gas and shall cooperate with the Developer to pursue grid interconnection through the Southwest Power Pool (SPP) or other providers. Developer anticipates a total power requirement of fifty (50) to one hundred fifty (150) MW, scalable as needed.

(c) Easements and Off-Site Improvements: The City shall cooperate with the Developer in obtaining all necessary easements for natural gas, fiber optics, and other infrastructure necessary to serve the Project. Both Parties agree to work collaboratively to minimize off-site disruption and to coordinate infrastructure installation with other local or regional improvement projects where possible.

5. Site Planning and Coordination

The Developer shall prepare a site plan for review and approval by the City. The City and Developer will collaborate to address access, stormwater, landscaping, and utility design. All improvements shall comply with applicable codes and standards. The City will make reasonable efforts to facilitate timely review and approval of all required documents to avoid unnecessary delays.

The Parties agree that the Project's architectural and design standards should reflect best practices in data center development, incorporating sustainable building techniques, appropriate buffering and landscaping, and efficient use of land consistent with surrounding uses.

6. Incentives

The City agrees to support the Project through the following incentives:

- (a) Issuance of Industrial Revenue Bonds (IRBs) to provide a sales tax exemption on construction materials; and
- (b) A 50% property tax abatement for a term of ten (10) years, subject to statutory procedures and compliance with City policies.

Additional incentive programs, such as infrastructure cost participation, expedited permitting, or workforce training partnerships, may be considered upon mutual agreement as the Project advances toward final development.

7. Estimated Economic Impact

(a) Construction Jobs: The Project is expected to generate approximately 250 to 350 temporary construction jobs over an estimated 24 to 30-month buildout period, including trades such as electricians, HVAC technicians, plumbers, concrete and steel workers, and specialty data center subcontractors. Typical hourly wages for these positions are projected to range between \$35 and \$105 per hour, depending on trade and experience.

(b) Permanent Jobs: Upon completion, the 600,000 square foot data center campus is projected to employ 60 to 90 full-time personnel, including facility engineers, network operations staff, security personnel, and administrative support. Average annual salaries are estimated between \$70,000 and \$130,000, with additional benefits and career development opportunities.

(c) Development Cost: The total development and construction cost for the proposed data center campus is estimated at approximately \$900 million to \$1.1 billion, inclusive of land acquisition, site preparation, power infrastructure, building construction, and technology installation.

The Parties acknowledge that these projections are estimates and may vary based on design refinements, market conditions, and equipment costs at the time of construction.

8. Exclusive Negotiation and Non-Binding Nature

The City agrees not to negotiate with or solicit other developers for the development of data center facilities on the Property during the Option Period. Except for provisions regarding exclusivity, access, and confidentiality, this Agreement is non-binding and is intended only to set forth the general framework for future agreements.

9. Assignment

The Developer may assign its rights and obligations under this Agreement to an affiliate or project-specific entity with written notice to the City. Any assignee shall assume in writing all duties and responsibilities of the Developer under this Agreement.

10. Termination

This Agreement shall remain in effect for the duration of the Option Period unless terminated earlier by mutual consent or written notice for material breach. Upon exercise of the Option, the Parties shall execute a definitive Development Agreement and Purchase and Sale Agreement that will supersede this document.

11. Miscellaneous

(a) This Agreement shall be governed by the laws of the State of Kansas.

- (b) All notices shall be in writing and delivered to the addresses provided below.
- (c) This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may not be modified except by written amendment executed by both Parties.
- (d) The headings used in this Agreement are for convenience only and shall not affect its interpretation.
- (e) Each party acknowledges that it has had the opportunity to consult with legal counsel and fully understands the terms and implications of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF OSAWATOMIE, KANSAS

By: _____

Name: Nick Hampson

Title: Mayor

Date: January 9, 2026

DEVELOPER: _____

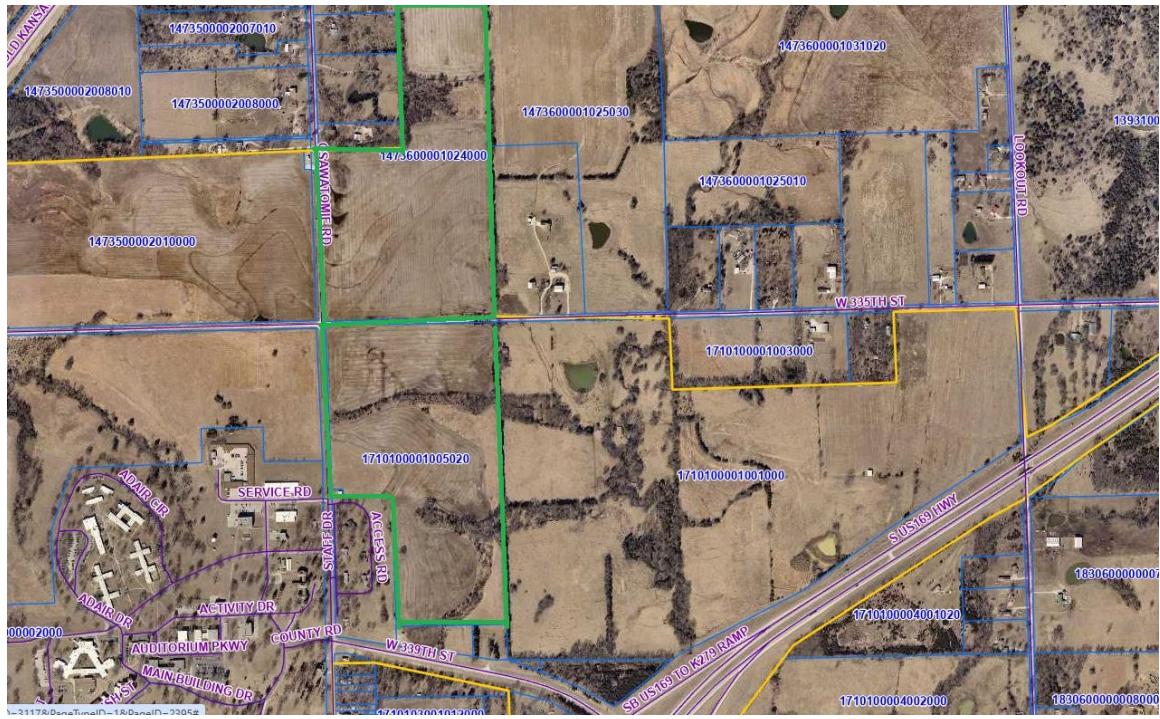
By: _____

Name: _____

Title: _____

Date: _____

Exhibit A





ACTION ITEM SUMMARY	Item Number:	9.B.
Resolution 1334	Date:	December 22, 2025
Deputy City Manager	From:	Michele Silsbee

RE: Authorizing Professional Evaluation of Intersection Controls

RECOMMENDATION: Adopt **Resolution No. 1334** authorizing staff to proceed with a professional engineering evaluation of intersection control on the remaining proposed locations to ensure compliance with MUTCD standards, improve safety outcomes, and reduce legal liability.

DETAILS: On November 13, 2025, the City Council adopted Resolution 1333, amending the official Intersection Control Map to correct field-verified inaccuracies identified during a joint Public Works and Police Department intersection control inventory.

That same inventory also identified additional intersections where changes to traffic control have been requested or recommended based on citizen input, traffic patterns, sight distance limitations, and safety considerations. Many of these intersections are located on main trafficways, involve higher traffic volumes, or include school, pedestrian, or service-related traffic.

While the installation of stop signs may appear straightforward, federal standards under the Manual on Uniform Traffic Control Devices (MUTCD) require that traffic control changes be supported by an engineering evaluation. The City is not permitted to install STOP or YIELD signs arbitrarily without proper analysis.

Why Professional Evaluation Is Required

Under MUTCD standards, engineering judgment is required to determine when an intersection may remain uncontrolled or when YIELD, two-way STOP, or all-way STOP control is appropriate. Factors considered include:

- Sight distance and intersection geometry
- Traffic volumes for vehicles, pedestrians, and bicycles
- Crash history and operational issues
- Roadway classification
- Proximity to schools, pedestrian routes, and activity centers

Installing STOP signs without proper analysis exposes the City to documented safety and liability risks, including:

- Increased rear-end crashes
- Driver non-compliance
- Speeding between unwarranted STOP signs
- Potential negligence claims following crashes

Proposed Professional Services

The City's consulting engineer has proposed the following scope of work:

- Crash data review
- Sight distance and geometry evaluation
- Traffic volume data collection at intersections requesting all-way stop control
- Engineering analysis consistent with MUTCD requirements
- Preparation of an engineering design memorandum with recommendations

Estimated Cost:

- Volume data collection: approximately \$3,000 per intersection
- Engineering analysis and documentation: approximately \$7,500
- **Estimated total cost:** \$13,500
- **Estimated Timeline:** Approximately two weeks following receipt of traffic count data

Requested Intersections

Location	Existing Control	City Desired Control
Leroy St & Brown Ave	None	North/South stop signs (two-way stop)
1st St & Brown Ave	Two-way stop control on 1st Street	**East/West stop signs (all-way stop)
1st St & Carr Ave	T-intersection: Stop control on 1st Street	West stop sign
Pacific Ave & 4th St	Stop control on Pacific Avenue	**North/South stop signs (all-way stop)
Brown Ave & 8th St	None	North/South stop signs (two-way stop)
Brown Ave & 9th St	None	North/South stop signs (two-way stop)
9th St & Lincoln Ave	None	East/West stop signs (two-way stop)
8th St & Chestnut Ave	None	East/West stop signs (two-way stop)
Chestnut St & 12th St	T-intersection: none	East stop sign
18th St & Main St Terrace	T-intersection: none	West stop sign
Hickory Ln & Main St Terr	None	North/South stop signs (two-way stop)
16th St & Main St Terr	T-intersection	East stop sign
Lockhart Ln & Main St	T-intersection: Yield sign on Lockhart	Change yield sign to stop sign

RESOLUTION NO. 1334

A RESOLUTION AUTHORIZING PROFESSIONAL EVALUATION OF INTERSECTION CONTROLS ON INTERSECTIONS THROUGHOUT THE CITY OF OSAWATOMIE

WHEREAS, the City Council of Osawatomie, Kansas, adopted Resolution 1333 correcting inaccuracies in the official Intersection Control Map based on field verification; and

WHEREAS, the same intersection control inventory identified additional intersections where new or modified traffic control has been requested or recommended; and

WHEREAS, the Manual on Uniform Traffic Control Devices (MUTCD), which governs traffic control standards in the State of Kansas, requires an engineering evaluation prior to the installation or modification of STOP or YIELD signs; and

WHEREAS, failure to comply with MUTCD requirements exposes the City to safety risks and potential legal liability; and

WHEREAS, the Governing Body finds it necessary and appropriate to authorize a professional engineering evaluation to determine the proper level of traffic control at the identified intersections.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS that staff is hereby authorized to proceed with a professional engineering evaluation of intersection control on the remaining proposed locations identified through the intersection control inventory.

BE IT FURTHER RESOLVED that the results of the engineering evaluation shall be presented to the City Council for consideration prior to adoption of any additional changes to the official Intersection Control Map.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of January, 2026, a majority voting in favor of.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	9.C.
Resolution 1341	Date:	December 29, 2025
City Manager	From:	Bret Glendening

RE: Acceptance of work on Northland Interceptor and Authorizing Release of Retention

RECOMMENDATION: That the city council accept the work and approve final payment and approve Res. 1341.

DETAILS: The original contract value for this project was: \$1,769,017.23. There were two change orders for the project. One was for an extension of time as granted by the Kansas Department of Commerce and a second change order for an additional seven days to finalize punch list items and reduce the contract value by \$561.60 to account for an exchange of piping, leaving the final contract price at: \$1,768,455.63.

Staff recommend accepting the project as completed and authorizing final payment and release of the remaining retention in the amount of: \$137,514.19.

RESOLUTION NO. 1341

**A RESOLUTION ACCEPTING COMPLETED NORTHLAND INTERCEPTOR SEWER
AND AUTHORIZING THE RELEASE OF RETENTION**

WHEREAS, the applied for and received a BASE Grant from the State of Kansas Department of Commerce for the construction of the Northland Interceptor Sewer; and

WHEREAS, the Board of County Commissioners approved sharing in the cost of the required matching funds with the City of Osawatomie; and

WHEREAS, both the City and the County contributed \$250,000 to this project which opens up hundreds of acres for development that was previously undevelopable due to the lack of sanitary sewer service; and

WHEREAS, the project has been inspected throughout construction and is now ready for acceptance and release of retention.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

SECTION ONE: The Governing Body hereby accepts the work performed by Pro Design Contractors LLC

SECTION TWO: The Governing Body hereby approves the final payment and release of retention in the amount of \$137,514.19 and issuance of the certificate of final completion.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of January, 2026, a majority voting in favor of.

APPROVED and signed by the Mayor.

(SEAL)

Nick Hampson, Mayor

ATTEST:

Tammy Seamands, City Clerk

CHANGE ORDER NO. 2

Owner: City of Osawatomie, Kansas Owner's Project No.:

 Engineer: BG Consultants, Inc. Engineer's Project No.: 23-1404L

 Contractor: Pro Design Contractors LLC Contractor's Project No.:

 Project: Northland Interceptor Sewer Improvements

 Contract Name: Northland Interceptor Sewer Improvements

 Date Issued: December 18, 2025 Effective Date of Change Order: December 18, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

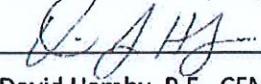
Final Quantity Adjustments

Attachments:

Description of Changes, Quantities

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,769,017.23	Original Contract Times: Substantial Completion: 270 calendar days Ready for final payment: 284 calendar days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: 40 calendar days Ready for final payment: 47 calendar days
Contract Price prior to this Change Order: \$ 1,769,017.23	Contract Times prior to this Change Order: Substantial Completion: 230 calendar days Ready for final payment: 237 calendar days
[Increase] [Decrease] this Change Order: \$ 561.60	[Increase] [Decrease] this Change Order: Substantial Completion: 0 calendar days Ready for final payment: 0 calendar days
Contract Price incorporating this Change Order: \$ 1,768,455.63	Contract Times with all approved Change Orders: Substantial Completion: 230 calendar days Ready for final payment: 237 calendar days

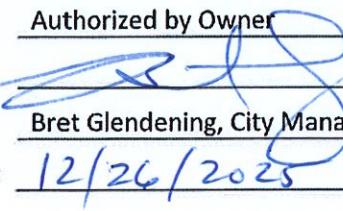
Recommended by Engineer (if required)

By: 

Title: David Hamby, P.E., CFM, Project Manager

Date: December 18, 2025

Authorized by Owner

By: 

Title: Bret Glendening, City Manager

Date: 12/26/2025

Accepted by Contractor



Bryan Brenneman

December 22, 2025

Approved by Funding Agency (if applicable)



CHANGE ORDER NO. 2
DESCRIPTION OF CHANGES

Engineer's Project. No. 23-1404L

Project: Northland Interceptor Sewer Improvements
Contractor: Pro Design Contractors, LLC

Description of Changes:

Item #1 – Final Quantity Adjustments

The installed quantity of Bid Item #8 was 65 LF more than the contract quantity.

The installed quantity of Bid Item #9 was 65 LF less than the contract quantity.

This results in a **decrease** of **\$561.60** to the Construction Contract Price and no change to the Contract Times.

Change Order #2 Quantities
Northland Interceptor Sewer Improvements

Bid Item No.	Description	Change in Quantity	Unit	Unit Price	Total
8	18" Sanitary Sewer (PVC)(PS115)(In Place)	65	LF	\$ 195.36	\$ 12,698.40
9	18" Sanitary Sewer (PVC RJIB)(PS115)(In Place)	-65	LF	\$ 204.00	\$ (13,260.00)
Total CO #2 =					\$ (561.60)

Contractor's Application for Payment

Owner:	City of Osawatomie		Owner's Project No.:		
Engineer:	BG Consultants, Inc.		Engineer's Project No.:	23-1404L	
Contractor:	Pro Design Contractors, LLC		Contractor's Project No.:	92543	
Project:	Northland Interceptor Sewer Improvements				
Contract:	Northland Interceptor Sewer Improvements				
Application No.:	8	Application Date:	12/19/2025		
Application Period:	From	12/1/2025	to	12/19/2025	
1. Original Contract Price					\$ 1,769,018.88
2. Net change by Change Orders					\$ (561.60)
3. Current Contract Price (Line 1 + Line 2)					\$ 1,768,457.28
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					\$ 1,768,457.28
5. Retainage					
a. 0% X \$ 1,768,457.28 Work Completed					\$ -
b. 0% X \$ - Stored Materials					\$ -
c. Total Retainage (Line 5.a + Line 5.b)					\$ -
6. Amount eligible to date (Line 4 - Line 5.c)					\$ 1,768,457.28
7. Less previous payments (Line 6 from prior application)					\$ 1,630,943.09
8. Amount due this application					\$ 137,514.19
9. Balance to finish, including retainage (Line 3 - Line 4)					\$ -

Contractor's Certification

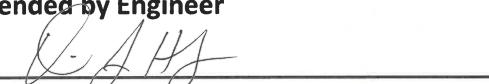
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Pro Design Contractors, LLC

Signature:  Date: 12/19/2025

Recommended by Engineer

By: 

Title: Project Manager

Date: 12/23/2025

Approved by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Progress Estimate - Unit Price Work

Owner:	City of Osawatomie
Engineer:	BG Consultants, Inc.
Contractor:	Pro Design Contractors, LLC
Project:	Northland Interceptor Sewer Improvements
Contract:	Northland Interceptor Sewer Improvements

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	23-1404L
Contractor's Project No.:	92543

Application No.:		8	Application Period:		From	12/01/25	to	12/19/25	Application Date:				12/19/25
A	B	Contract Information				Work Completed				I	J	K	L
		C	D	E	F	G	H	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
Original Contract													
1	Contractor Construction Staking	1.00	L.S.	17,600.00	17,600.00	1.00	17,600.00		17,600.00	100%	-		
2	Mobilization	1.00	L.S.	80,000.00	80,000.00	1.00	80,000.00		80,000.00	100%	-		
3	Clearing & Grubbing	1.00	L.S.	56,820.00	56,820.00	1.00	56,820.00		56,820.00	100%	-		
4	Demolition & Removal	1.00	L.S.	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-		
5	8" Force Main (PVC)(SDR 21)(In Place)	803.00	L.F.	61.39	49,296.17	803.00	49,296.17	-	49,296.17	100%	-		
6	8" Force Main (PVC RJB)(HDD)(In Place)	207.00	L.F.	261.30	54,089.10	207.00	54,089.10	-	54,089.10	100%	-		
7	8" Force Main (PVC RJB)(In Place)	700.00	L.F.	43.26	30,282.00	700.00	30,282.00	-	30,282.00	100%	-		
8	18" Sanitary Sewer (PVC)(PS115)(In Place)	2,489.00	L.F.	195.36	486,251.04	2,554.00	498,949.44	-	498,949.44	103%	(12,698.40)		
9	18" Sanitary Sewer (PVC RJB)(PS 115)(In Place)	65.00	L.F.	204.00	13,260.00	-	-	-	-	-	0%	13,260.00	
10	Std. Manhole (0'-6" Deep)(4' Dia.)	4.00	EA	6,771.00	27,084.00	4.00	27,084.00	-	27,084.00	100%	-		
11	Std. Manhole w/Bolted Lid (0'-6" Deep)(4' Dia.)	4.00	EA	7,283.00	29,132.00	4.00	29,132.00	-	29,132.00	100%	-		
12	Extra Depth (4' Dia.)	73.50	V.F.	199.00	14,626.50	73.50	14,626.50		14,626.50	100%	-		
13	Wetwell (LS #001)(10' Dia.)	1.00	L.S.	182,765.00	182,765.00	1.00	182,765.00		182,765.00	100%	-		
14	Wetwell (LS #002)(10' Dia.)	1.00	L.S.	178,176.00	178,176.00	1.00	178,176.00		178,176.00	100%	-		
15	8"x11.25 Degree MJ Bend	4.00	EA	1,400.00	5,600.00	4.00	5,600.00		5,600.00	100%	-		
16	8"x22.5 Degree MJ Bend	3.00	EA	1,400.00	4,200.00	3.00	4,200.00		4,200.00	100%	-		
17	8"x45 Degree MJ Bend	1.00	EA	1,400.00	1,400.00	1.00	1,400.00		1,400.00	100%	-		
18	8" Plug	2.00	EA	1,000.00	2,000.00	2.00	2,000.00		2,000.00	100%	-		
19	Connect to Existing Force Main	1.00	EA	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-		
20	30" Steel Casing (In Place)(Boring)	65.00	L.F.	1,416.58	92,077.70	65.00	92,077.70		92,077.70	100%	-		
21	14" Casing (HDPE)(In Place)(Boring)	680.00	L.F.	502.15	341,462.00	680.00	341,462.00	-	341,462.00	100%	-		
22	30"x19" Entrance Pipe (RCPHE)	50.80	L.F.	161.42	8,200.14	50.80	8,200.14		8,200.14	100%	-		
23	30"x19" Entrance Pipe (RCHE)	2.00	EA	2,000.00	4,000.00	2.00	4,000.00		4,000.00	100%	-		
24	Excavation & Compaction for Access Road	1.00	L.S.	18,500.00	18,500.00	1.00	18,500.00		18,500.00	100%	-		
25	Concrete Surfacing (8")(4K Reinf.)(KCMMB)	91.60	S.Y.	172.49	15,800.08	91.60	15,800.08		15,800.08	100%	-		
26	Storm Water Pollution Prevention	1.00	L.S.	9,500.00	9,500.00	1.00	9,500.00		9,500.00	100%	-		
27	Temporary Gravel Entrance Pad	1.00	EA	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-		
28	Silt Fence	665.00	L.F.	5.71	3,797.15	665.00	3,797.15		3,797.15	100%	-		
29	Rock Ditch Check	4.00	EA	900.00	3,600.00	4.00	3,600.00		3,600.00	100%	-		
30	Seed, Fertilize and Mulch	1.00	L.S.	30,000.00	30,000.00	1.00	30,000.00		30,000.00	100%	-		
Original Contract Totals					\$ 1,769,018.88			\$ 1,768,457.28	\$ -	\$ 1,768,457.28	100%	\$ 561.60	

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Osawatomie
Engineer:	BG Consultants, Inc.
Contractor:	Pro Design Contractors, LLC
Project:	Northland Interceptor Sewer Improvements
Contract:	Northland Interceptor Sewer Improvements

Owner's Project No.:	
Engineer's Project No.:	23-1404L
Contractor's Project No.:	92543

Application No.:		8		Application Period:		From	12/01/25	to	12/19/25	Application Date:				12/19/25
A	B	C	D	E	F	G	H	I	J	K	L			
Contract Information		Work Completed												
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
Change Orders														
					-		-			-			-	
					-		-			-			-	
					-		-			-			-	
Change Order Totals				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Original Contract and Change Orders														
Project Totals				\$ 1,769,018.88		\$ 1,768,457.28	\$ -	\$ 1,768,457.28	\$ -	100%	\$ 561.60			

Stored Materials Summary
Contractor's Application for Payment

Owner:	City of Osawatomie
Engineer:	BG Consultants, Inc.
Contractor:	Pro Design Contractors, LLC
Project:	Northland Interceptor Sewer Improvements
Contract:	Northland Interceptor Sewer Improvements

Owner's Project No.:	23-1404L
Engineer's Project No.:	92543
Contractor's Project No.:	

Application No.:		8		Application Period:		From	12/01/25	to	12/19/25	Application Date:		12/19/25
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
5	204339 01		285' 8" SDR-21 PVC200 GJx20'	On Site	2	4,320.60	-	4,320.60	-	4,320.60	4,320.60	-
8	204339 01		518'18"x14 PVC SDR26 Gasket Pipe	On Site	2	-	-	-	-	-	-	-
8	204339 03		84' 18x14 PVC SDR26 Gasket Pipe	On Site	2	-	-	-	-	-	-	-
8	204724 01		840' 18x14 PVC SDR26 Gasket Pipe (leaves 503')	On Site	2	11,210.22	-	11,210.22		11,210.22	11,210.22	-
10	31490932	Std. MH-006	On Site		2	5,030.96	-	5,030.96	-	5,030.96	5,030.96	-
11	31490932	Std. MH-005 /with bolt down lid	On Site		2	5,254.34	-	5,254.34	-	5,254.34	5,254.34	-
21	204678 01	16" DIPS SDR11 HDPE Pipex40'	On Site		2	24,737.00	-	24,737.00	-	24,737.00	24,737.00	-
7	204110 01	700' 8x20 SDR-21 Yelomine	On Site		2	16,590.00	-	16,590.00		16,590.00	16,590.00	-
11	31692711	Std. MH-003&004/with bolt down lid	On Site		3	9,079.13	-	9,079.13		9,079.13	9,079.13	-
8	205155 01	840' 18x14 PVC SDR26 Gasket Pipe	On Site		3	32,029.20	-	32,029.20		32,029.20	32,029.20	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-

STANDARD WAIVER & RELEASE OF LIEN

Northland Interceptor Sewer Improvements **PROJECT:** _____ **OWNER:** _____
Contract or Reference No: 23-14041

WHEREAS THE UNDERSIGNED Contractor, Subcontractor, Supplier, Architect or Engineer, or has provided labor, services, materials or equipment, for the above project, under an agreement with:

Pro Design Contractors, LLC.

in its capacity as Owner or Owner's agent, Contractor, Subcontractor, Architect or Engineer.

Section A: (check and initial only one of the following)

Initial

PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials

or equipment provided in the amount of: _____ Dollars (\$ _____)
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

DATE:

PAY REQUEST or INVOICE NUMBER

AMOUNT:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of: _____ 20 _____.

Initial

FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or equipment provided in the amount of: _____ Dollars (\$ _____)

One Hundred Thirty-Seven Thousand Five hundred Fourteen Dollars and nineteen Cents

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned and sub contractors and agents, as indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ 1,630,943.09 in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above amount for labor services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Pro Design Contractors, LLC.

ADDRESS: 918 E Warren St.

Gardner, KS 66030

SIGNED: B. M.

TITLE: Owner

State of: Kansas)
County of: Johnson) SS

Subscribed and sworn before me this
22 day of December, 2025.

NOTARY PUBLIC:

SIGNED: Jenny Harris

My Commission Expires:

JENNY HARRIS

Notary Public - State of Kansas
My Appointment Expires 4/20/29

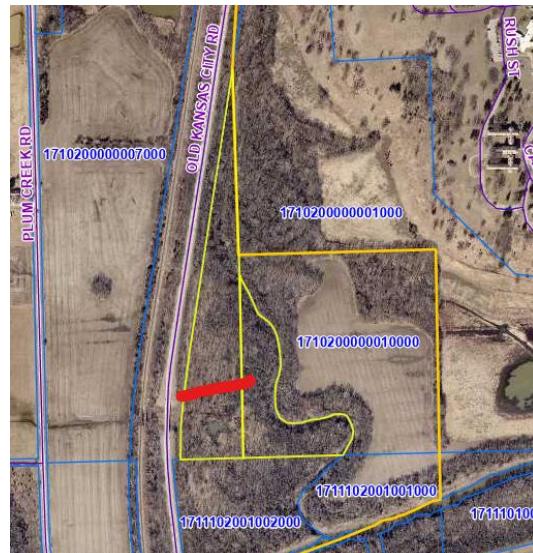


ACTION ITEM SUMMARY	Item Number:	10.A.
Resolution 1339	Date:	December 16, 2025
City Manager	From:	Bret Glendening

RE: Resolution Granting Permanent Easement

RECOMMENDATION: Approve the Easement

DETAILS: Mr. Holmberg purchased the "L" shaped piece of property in 2025 at the county tax sale. It is landlocked. He has requested the city grant him an easement to access the property. The red line below indicates approximately the location of the easement that was surveyed and drafted by Allenbrand Drews. Both the city property and the subject property lie within the floodplain and as such, are not buildable in their current state. Mr. Holmberg plans to utilize the property for camping and bow hunting.



RESOLUTION NO. 1339

**A RESOLUTION GRANTING AN EASEMENT ACROSS CITY OWNED PROPERTY
TO MR. KOREY HOLMBERG**

WHEREAS, the city owns a strip of land along Old KC Road that is not buildable and resides in the floodplain; and

WHEREAS, Mr. Korey Holmberg purchased a landlocked piece of property on the tax sale that is also within the floodplain.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF
OSAWATOMIE:**

SECTION 1. The city council hereby grants an easement across city owned property as described below:

Easement Description:

A tract of land 50.00 feet in width in the Northwest Quarter of Section 11, Township 18 South, Range 22 East, Miami County, Kansas, being 25.00 feet on each side of the centerline described by Matthew R. Cox, PS-1637 as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 87 degrees 54 minutes 24 seconds East, along the North line of said Northwest Quarter, a distance of 835.27 feet to the intersection of said North line and the East right-of-way line of Old Kansas City Road; thence South 6 degrees 44 minutes 58 seconds East, along said East right-of-way line, a distance of 307.88 feet to the Point of Beginning; thence North 82 degrees 05 minutes 27 seconds East, a distance of 91.42 feet; thence North 77 degrees 33 minutes 17 seconds East, a distance of 60.05 feet; thence North 68 degrees 46 minutes 45 seconds East, a distance of 110.69 feet; thence North 66 degrees 20 minutes 24 seconds East, a distance of 216.15 feet; thence North 40 degrees 55 minutes 54 seconds East, a distance of 234.02 feet to a point on the North line of said Northwest Quarter, said point also being the Point of Termination.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of January, 2026, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

PERMANENT ACCESS EASEMENT

THIS EASEMENT, made this _____ day of _____, 2026, by and between the City of Osawatomie, a municipal corporation (Grantor) and the Korey Holmberg, an individual (Grantee).

WITNESSETH: That the Grantor, in consideration of the sum of ten dollars (\$10.00 dollars) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, a permanent easement, described in Exhibit A, for the purposes of accessing over, along, and upon, an adjacent parcel.

The Grantee and/or its agents are hereby granted the right to enter upon said premises at any time during the term of this easement for the purposes described herein.

IN WITNESS WHEREOF: The said Grantor has signed this document the day and year first written above.

STATE OF _____)

) ss.

COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, came _____, to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal the day and year last above written.

Notary Public

My appointment expires: _____

EXHIBIT A
Sheet 1 of 2

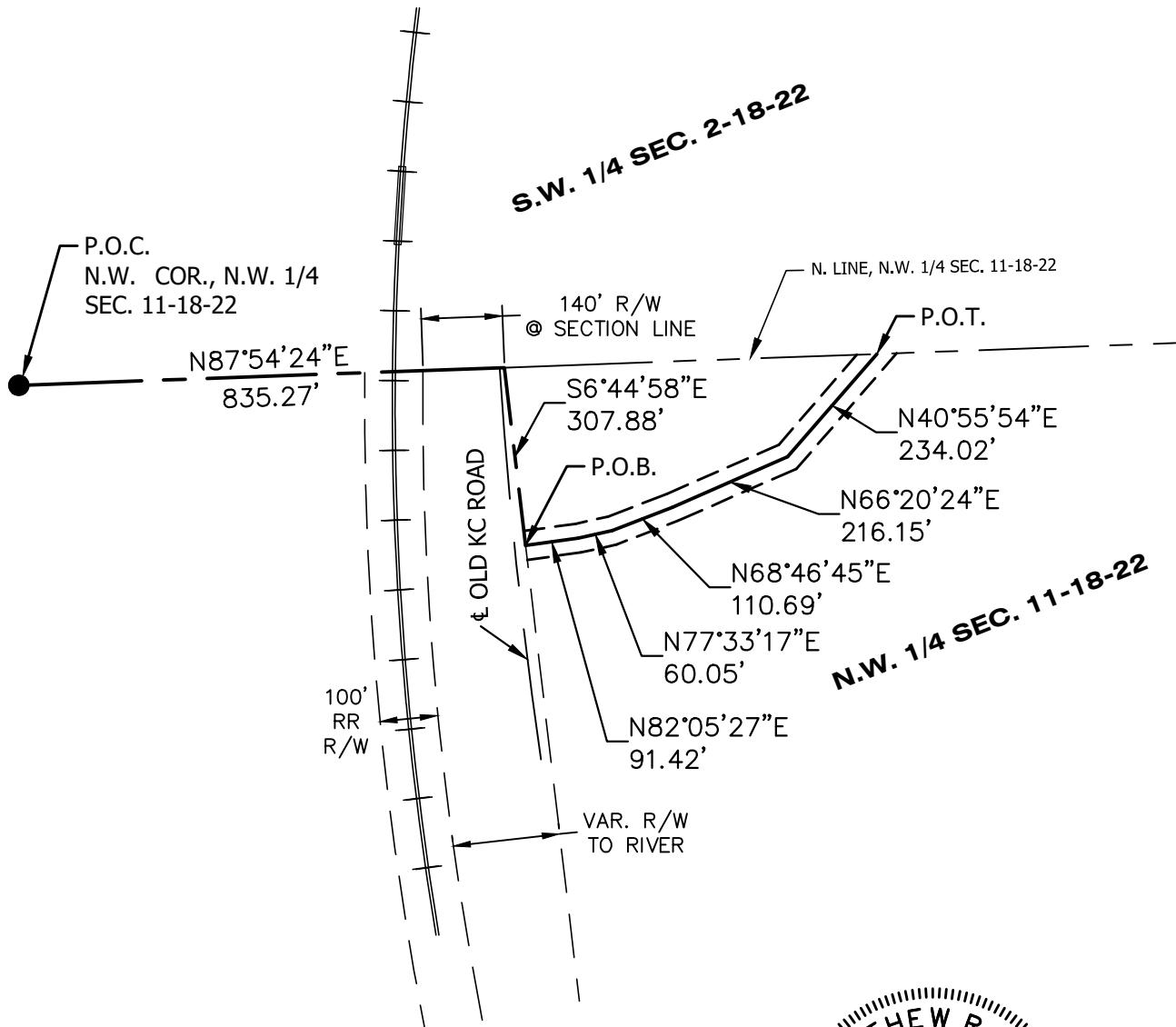
Easement Description:

A tract of land 50.00 feet in width in the Northwest Quarter of Section 11, Township 18 South, Range 22 East, Miami County, Kansas, being 25.00 feet on each side of the centerline described by Matthew R. Cox, PS-1637 as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 87 degrees 54 minutes 24 seconds East, along the North line of said Northwest Quarter, a distance of 835.27 feet to the intersection of said North line and the East right-of-way line of Old Kansas City Road; thence South 6 degrees 44 minutes 58 seconds East, along said East right-of-way line, a distance of 307.88 feet to the Point of Beginning; thence North 82 degrees 05 minutes 27 seconds East, a distance of 91.42 feet; thence North 77 degrees 33 minutes 17 seconds East, a distance of 60.05 feet; thence North 68 degrees 46 minutes 45 seconds East, a distance of 110.69 feet; thence North 66 degrees 20 minutes 24 seconds East, a distance of 216.15 feet; thence North 40 degrees 55 minutes 54 seconds East, a distance of 234.02 feet to a point on the North line of said Northwest Quarter, said point also being the Point of Termination.



EXHIBIT A
Sheet 2 of 2



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904



SCALE: 1"=300'





ACTION ITEM SUMMARY	Item Number:	10.B.
Resolution 1340	Date:	December 16, 2025
City Manager	From:	Bret Glendening

RE: Resolution Supporting Alcove Development's Application for LIHTC for West Elementary Lofts Project

RECOMMENDATION: Approve the Resolution

DETAILS: The old Swenson Building (West Elementary School) has been through a lot since the school district sold it to a developer several years ago. Alcove Development, purchased the property from that initial developer, has gone through the site plan review process with the city's planning commission and has had it rezoned to from R-1 to R-3.

They have successfully got the property listed on the state and federal registry of historic places and have been awarded historic tax credits for the restoration project. The one piece they are lacking is the Low-Income Tax Credits which will complete the project's financial puzzle and allow the project to move forward. Alcove Development applied for but were not successful in receiving LIHTCs from the Kansas Housing Resources Corporation last year.

This application needs to be successful for the project to proceed. Absent these credits, we will be looking at demolishing the structure, which would be unfortunate.

RESOLUTION NO. 1340

A RESOLUTION OF SUPPORT FOR ALCOVE DEVELOPMENT'S APPLICATION TO THE KANSAS HOUSING RESOURCES CORPORATION FOR LOW INCOME HOUSING TAX CREDITS AND THE RESTORATION OF THE HISTORIC "WEST ELEMENTARY SCHOOL" IN OSAWATOMIE, KANSAS

WHEREAS, in 2015, Osawatomie Unified School District (USD 367) sold the "West Elementary School" to an out-of-state developer who intended to convert it into apartments, but who was ultimately unsuccessful in their effort; and

WHEREAS, in 2024, Alcove Development purchased the "West Elementary School" and has since invested resources to rezone the property, develop a site plan and have it approved, and successfully pursue its listing on both the State and National Register of Historic Places; and

WHEREAS, Alcove's housing redevelopment project has been awarded historic tax credits; and

WHEREAS, the City of Osawatomie's single family housing market is healthy and the community's assessed valuation has doubled in only five (5) years; and

WHEREAS, the City of Osawatomie's has seen more than two dozen new single-family homes built on infill lots in the last two years, and an additional two dozen new single-family homes are being built in an RHID that is just breaking ground for both market rate and moderate-income homes; and

WHEREAS, our community needs housing options for people of all ages and means, and this project addresses that need while simultaneously resolving a longstanding blight; and

WHEREAS, this redevelopment will contain approximately 24 units dedicated to the portion of our community that is ageing and of limited financial means; and

WHEREAS, absent an award of low-income housing tax credits, this project is not financially viable.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

That we support and approve the development of the aforesaid housing in our community, subject to city ordinances and the building permit process.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 8th day of January, 2026, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

(SEAL)

Nick Hampson, Mayor

ATTEST:

Tammy Seamands, City Clerk



Osawatomie
KANSAS

ACTION ITEM SUMMARY	Item Number:	10.C.
Ordinance 3878	Date:	December 17, 2025
City Manager	From:	Bret Glendening

RE: Amending the number of chickens permitted in Osawatomie residential districts

RECOMMENDATION: Approve Ordinance 3878

DETAILS: This ordinance reflects the action the council took at the last council meeting, directing me to draft an ordinance that increases the number of chickens allowed in Osawatomie from 5 to 10.

All I've done is remove the <1 acre tier so any owner of residential property that is 2 acres or less in size and provided the owner complies with every other requirement in this section of the code, could house up to 10 hens on their property.

ORDINANCE 3878

AN ORDINANCE AMENDING OSAWATOMIE MUNICIPAL CODE CHAPTER II, ARTICLE 1 SECTION 2-105 PERTAINING TO THE ANIMAL CONTROL CODE AND THE KEEPING OF FOWL

WHEREAS, the Governing Body received a request from a resident concerning the maximum number of chickens that were allowed on a residential lot; and

WHEREAS, the resident requested an increase in the number of chickens allowed to be kept on a residential lot; and

WHEREAS, the Governing Body desires to amend the Code of the City of Osawatomie to increase the number of chickens allowed to be kept on a residential property which such quantity is similar to surrounding communities.

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

SECTION ONE: Chapter II, Article 1, Section 2-105 is hereby amended to read (changes in red) as follows:

2-105. Exception; fowl.

The provisions of this article are not applicable to owners, keepers, or harborers of permitted fowl which may be maintained within the city limits, subject to the requirements of this section:

(a) Definitions.

(1) Permittee means a person to whom a permit has been issued by the city under this section.

(2) Chicken means an individual animal of the species Gallus Domesticus.

(3) Hen means the female.

(4) Rooster means a male.

(5) Drake means a male duck.

(6) Fowl means those animals in the zoological class Aves, which can be generally defined as domestic birds commonly kept for the production of meat, eggs or feathers, which shall include, but not limited to, chickens, and ducks.

(b) Annual permit required. No person shall own, keep, or harbor a chicken within the city limits without a permit issued pursuant to this section.

(c) Locations permitted. Only persons residing in zoning districts allowing for residential uses shall be eligible for a permit under this section. Anyone wanting to raise chickens in the

city limits shall: First have a signed letter of approval from the property owner; Second, they shall have a signed approval letter from ALL properties with a common physical border. These approval letters can be acquired from the Codes Department located at City Hall. These approval letters will be valid for the calendar year and SHALL BE RENEWED ANNUALLY.

- (1) Vacant lots shall not be utilized for accessory structures, to included coop's and or cages.
- (d) Number allowed. A permittee shall not own, keep, or harbor more than five (5) hens, unless the permittee's dwelling is situated upon more than one (1) acre, in which case the permittee shall be allowed to own, keep, and harbor an additional five (5) hens for each full additional one (1) acre of property that is under the permittee's control and possession up to two (2) acres. No permittee shall be allowed to own, keep, or harbor more than fifteen (15) hens on any one parcel.

~~<1Acre.....5 Chickens~~
~~1- <2 Acres..... 10 Chickens~~
2+ Acres..... 15 Chickens

- (e) Roosters prohibited. It shall be unlawful to own, keep, or harbor a rooster within the city limits. Ducks, geese, swans, turkeys, pigeons, pea fowl, guinea fowl, ostriches, emus and peacocks SHALL NOT BE PERMITTED. Per city code 2-116

- (f) Setbacks. Coops and cages housing hens shall not be located within:
 - (1) Twenty-five (25) feet from the door or window of any dwelling or occupied structure other than the permittee's dwelling;
 - (2) Five (5) feet of a side or rear yard lot line;
 - (3) In a front yard; or
 - (4) Ten (10) feet of the permittee's principal dwelling.

- (g) Enclosures. Per Osawatomie City Code 2-120, the coop shall be constructed in a similar style and building materials as the principal structure, and no part of such structure shall be located in the front yard setback. (NO GALVANIZED METAL ROOFING MATERIAL WILL BE ALLOWED). The coop shall be built to withstand all weather elements for the region. Hens shall be provided with a covered, predator-proof coop or cage that is well ventilated and designed to be easily accessed for cleaning. The coop or cage shall allow at least two (2) square feet of space per hen. Any coop or cage exceeding 100 square feet in size shall be considered an accessory structure as defined in the Zoning Regulations and must meet all standards outlined therein. Hens shall have access to an outdoor enclosure (yard) that is adequately fenced to contain the birds on the permittee's property and to prevent predators from accessing the birds. All fowl must be kept in a fenced and secured area no larger than

625 square feet. ALL coop design plans shall be approved by the Chief Building Official before any construction may begin.

(h) Sanitation. The coop or cage, and the outdoor enclosure, must be kept in a sanitary condition and free from offensive odors. The coop or cage, and the outdoor enclosure, shall be cleaned at least once each week to prevent the accumulation of waste. If waste accumulates and a nuisance complaint is filed, the homeowner will get One warning to remedy the situation. One warning will be given per calendar year, if a Second complaint is received the permit will be nullified and the homeowner shall be required to rehome the fowl.

(i) Sale of Consumables (eggs and/or meat). ALL poultry/meat products must be processed in a USDA or KDA inspected facility and labeled as such. Per KDA regulations if you have 50 or fewer hens and all sales are direct to consumers, you are exempt from all requirements for selling eggs.

(1) Slaughtering. No person shall engage in the outdoor slaughtering of chickens. The remnants from slaughtering shall be properly disposed of, in accordance with applicable laws.

(j) Animals at large. No fowl will be allowed to run free. All fowl shall have clipped wings as to not allow for flight. Any person found guilty of animal at large as defined herein shall be fined as follows: \$30.00 for the first offense within a twelve (12) month period; \$40.00 for the second offense within a twelve (12) month period; \$60.00 for the third offense within a twelve (12) month period; and \$100.00 for the fourth and subsequent offense(s) within a twelve (12) month period. The Municipal Judge shall have no authority to suspend the fine or any portion thereof of fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees. The animal control officer, other City employee, or employees or custodians of an impoundment facility where such impounded is held shall not release an animal to an owner if the owner has failed to pay a fine or has failed to appear in municipal court for the adjudication of a violation of this section. Per city code 2-305 (e)

(k) Permit applications.

(1) Each applicant seeking to obtain a permit under this section shall apply for a permit in writing on such form as the Code Official may prescribe, and shall pay a non-refundable fee to the City according to our Fee Schedule. The initial permit fee shall be \$250.00. The annual renewal fee shall be \$25.00.

(2) Each application for a permit shall be signed by the applicant, who shall be at least eighteen (18) years old, and who shall be in actual control or possession of the dwelling on the subject property. The application shall include or be accompanied by the following information:

(A) The name, address, telephone number, and date of birth of the applicant.

- (B) A description of the location and size of the subject property.
- (C) The number of hens the applicant proposes to keep on the subject property.
- (D) A description and precise dimensions of the coop(s) or cage(s) and outdoor enclosure(s) to be maintained on the subject property, along with a description or depiction of the precise location(s) of these enclosures in relation to the property lines and adjacent properties.
- (E) If the applicant proposes to keep hens in the yard of a multi-family dwelling, the applicant must include a signed statement from the owner(s) and all tenants of the multi-family dwelling, indicating their consent to the applicant's proposal for keeping hens on the premises.
- (F) Such other information as is required by this chapter or reasonably required by the city to determine the applicant's eligibility and qualifications for a permit in accordance with the criteria, standards, and qualifications set forth in this section.

(l) Issuance or denial of permit.

- (1) The City Clerk shall process each valid and administratively complete application for a permit within ten (10) business days.
- (2) No permit shall be approved for any person ineligible pursuant to the provisions of this section.
- (3) No permit shall be approved for any person who has been convicted, or who resides with any person in the subject property who has been convicted, of a crime related to maltreatment, mistreatment, neglect, or cruelty to any animal.

(m) Duration of initial permit; renewal.

- (1) Any permit issued pursuant to this article shall be for a term of the remainder of the calendar year in which the permit is issued. A permit may be renewed by making a timely payment of an annual renewal fee located in the Fee Schedule, to the city on or before December 31st of each calendar year. If the annual renewal fee is not made during the time provided herein, the permit shall expire on December 31st and a new application shall be required.
- (2) A permit issued under this section may be revoked or temporarily suspended by the City Manager or his/her designee for any of the following reasons:
 - (A) Violation of or failure to comply with any provision of this section, or any other provision in this code or applicable city ordinances; or
 - (B) Fraud, misrepresentation, or false statement contained in the application for the permit.

(n) **Appeal.** Any person aggrieved by the Codes Official's denial of an initial permit application, or a decision of the City Manager or his/her designee to suspend or revoke a permit, shall have the right to appeal such decision to the City Council within ten (10) days after the notice of the action or decision has been mailed to the applicant or the permittee, as applicable. An appeal to the City Council shall be taken by filing with the City Clerk a written statement setting forth the grounds for the appeal. An appeal shall be considered by the City Council at the next regular meeting. The City Council may affirm, overrule, or modify the decision. Any person aggrieved by the City Council's decision on appeal may seek judicial review in a manner provided by law.

(o) **Inspection.** As a condition of the permit, the permittee agrees to the entry and inspection of any premises, building, enclosure, or other premises where the hens are kept or allowed to inhabit. Such inspection shall be conducted at reasonable times, with or without notice, by such city representatives designated by the city manager as being responsible for administration of this section.

(p) **Transferability.** A permit issued under this section shall not be assignable or transferable under any circumstances from one person to another person.

(q) **Penalty.** A violation of this section shall constitute a class C violation. Any person who shall be convicted in municipal court of violating any provision of this section shall be punished by a fine of not more than \$500.00. Each day that a violation occurs shall constitute a separate offense and shall be punishable hereunder as a separate violation.

SECTION TWO: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after one publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, a majority being in favor thereof, this January 8th, 2026

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk



ACTION ITEM SUMMARY	Item Number:	10 D.
	Date:	12.31.2025
Director of Community Affairs	From:	Sam Moon

RE: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH SFS ARCHITECTURE FOR EXPANSION PLANNING FOR THE OSAWATOMIE PUBLIC LIBRARY

RECOMMENDATION:

Staff recommends approval of the resolution to allow expansion planning efforts to move forward in alignment with the Library's *Building for the Future* initiative.

DETAILS:

Osawatomie Public Library was last renovated in 2010 with the addition of the expanded front lobby, elevator, improved restrooms, "Kansas" room, and improved ADA accessibility. The project was made possible by \$400,000 in CDBG funding and City/Library matching funds. Subsequent planned phases to expand and renovate the main service areas were not awarded anticipated funding and were deferred. In the 15 years since, library usage has increased and services have evolved beyond what was imagined in the original plans. To address these critical space limitations and changing service demands, we have developed a long-term *Building for the Future* initiative to evaluate facility options. Since 2021, the Library Board has explored expansion, renovation, and relocation scenarios to support increased usage, modern technology, programming, and community partnerships.

SFS Architecture, the firm that designed the Library's original multi-phase expansion plan in 2009/2010, has been re-engaged to assist with updating and advancing a potential on-site expansion concept and facility renovation. The attached resolution authorizes the City Manager to enter into agreement with SFS Architecture for initial expansion planning and design services.

Fiscal Impact:

Initial planning and design costs will be defined within the agreement with SFS Architecture and dedicated funds are available within the Library Fund (Fund 06). Years of fundraising have prepared the Library to begin this process without adversely impacting operating funds. Approval of this action does not commit the City to construction or future phases of the project.

Related Statute / City Ordinances	
Line Item Code/Description	Fund 06 - Total 2026 Expenditures Available
Available Budget:	\$64,750

RESOLUTION NO. 1342

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH SFS ARCHITECTURE FOR EXPANSION PLANNING FOR OSAWATOMIE PUBLIC LIBRARY

WHEREAS, in 2009, the Osawatomie Public Library became a department of the City of Osawatomie by joint resolution of the Osawatomie City Council and Osawatomie Public Library Board of Trustees and, in 2010, the City of Osawatomie successfully utilized a \$400,000 CDBG grant to expand the library facility and improve its ADA accessibility; and

WHEREAS, planned additional facility expansion was deferred because subsequent phases were not awarded necessary funding, and, in the 15 years since the first phase was completed, library usage has increased and services now include digital media and technology resources, educational and social programming, third-party partnerships, and a variety of equipment; and

WHEREAS, since 2021, the Library Board has been exploring facility improvement options to address longstanding critical space limitations including on-site expansion, new construction, and the renovation of and/or relocation to an existing building; and

WHEREAS, the Library Board has re-engaged SFS Architecture, the design team behind the original multi-phase expansion plan, and together recommend pursuing a full-scale update to the second phase expansion plans for an on-site expansion of the existing facility to address current and future needs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE:

SECTION ONE. The Governing Body hereby authorizes the City Manager to enter into agreement with SFS Architecture for initial planning and design of a new expansion plan for Osawatomie Public Library.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of January, 2026, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	
Resolution	Date:	January 8 2026
Director of Utilities	From:	Terry Upshaw

RE: Resolution 1343- Resolution awarding the replacement of 180 feet of 8-inch sewer main.

RECOMMENDATION: City Council approve Resolution 1343

DETAILS, In late November staff became aware of a section of sewer main that was blocked and backing up, after rodding/cleaning and then visual inspection with a camera, two spots were identified as the problem. First there appears to be some sort of rods protruding into the main from a tap, these rods prevent staff from rodding the entire section of main. Second a small section of the main is full of tree roots which is preventing flow. This main is an older Vitrified Clay Pipe, which is known for roots growing through the joints. The City received 3 bids for both spot repairs and total replacement.

Received Bids

	Spot Repair	Total Replacement
1. <u>Matador Construction</u>	\$12,000.00	\$28,000.00
2. <u>Essary Plumbing</u>	\$15,000.00	\$45,000.00
3. <u>Blue Bill Plumbing</u>	\$7,066.90	\$37,670.57

RESOLUTION NO. 1343

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OSAWATOMIE
AWARDING BID FOR REPLACEMENT OF 180 FEET OF SEWER MAIN**

WHEREAS, the City of Osawatomie, Kansas, owns and operates the Wastewater treatment and collection system; and

WHEREAS, the City of Osawatomie, in order to effectively move wastewater from customers to lift stations, it must utilize sewer mains that can maintain proper flow; and

WHEREAS, the City of Osawatomie, in order to prevent sewer main backups, must have sewer mains in good condition and the ability to service them.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS,

SECTION ONE: The City Council hereby awards the replacement of approximately 180 feet of sewer main for the amount of \$28,000.00 to Matador Construction.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 8th day of January 2026, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

Matador Construction
1577 Nevada Rd.
Princeton, KS 66078
(785)241-0323

December 26, 2025

City of Osawatomie

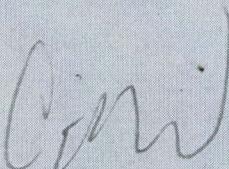
Sanitary sewer replacement

We propose to all labor and equipment to replace approximately 180 LF 8" sewer and reconnect services for the following lump sum price: **\$28,000**

City to provide all material
We will haul off spoil to a city provided dump site

Alternately, we propose to provide all labor and equipment to replace approximately 14LF 8" sewer as a spot repair and 4" service line and tap repair at the following lump sum price:

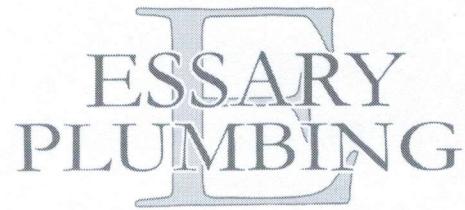
\$12,000


Cody Burkdoll
Matador Construction

ESTIMATE

Essary Plumbing, Inc.
24880 Quivira Rd
Louisburg, KS 66053-8204

matt@essaryplumbing.com
+1 (913) 522-6222
www.essaryplumbing.com



Bill to
City of Osawatomie
509 Fifth St.
Osawatomie, KS 66064

Ship to
City of Osawatomie
509 Fifth St.
Osawatomie, KS 66064

Estimate details

Project: Main Repair

Estimate no.: 3168
Estimate date: 12/16/2025

#	Date	Product or service	Description	Amount
1.		Utilities	- Excavate as said location - Repair up to 15 linear feet of 8" sewer main	\$10,000.00
2.		Utilities	- Excavate on said location to remove sewer cable from service line into main	\$5,000.00
3.		Utilities	- Excavate between man holes approx. 180 linear feet - Reconnect existing service lines - Backfill and grade area - Surplus spoils will be loaded by Essary Plumbing into City trucks to be hauled off	\$45,000.00
4.			Notes: - All gravel, pipe, and strong back Fernco couplings to be provided by City	
			Total	\$60,000.00

Accepted date

Accepted by



BlueBill Plumbing

308 Park Avenue | LaCygne, Kansas 66040
913-594-2949 | bluebillplumbing@gmail.com |
<https://bluebillplumbing.jobbersites.com>

RECIPIENT:

City of Osawatomie

509 5th Street
Osawatomie, Kansas 66064

Quote #178

Sent on

Dec 10, 2025

Total

\$37,670.57

Product/Service	Description	Qty.	Unit Price	Total
Install new 8in sewer main	Install new sewer main from man hole to man hole, company will re concrete around the pipes where it enters man hole and exists man hole. Company will replace 180ft of 8in sewer main and catch up to 6 sewer taps. Company will also haul off excess dirt left over from the job. City will provide 8in sewer line, sewer boots, concrete for man holes, and gravel. Company will provide drain lines needed to tie houses back into the new boots.	1	\$37,670.57	\$37,670.57
Total				\$37,670.57

This quote is valid for the next 30 days, after which values may be subject to change.



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RECIPIENT:**City of Osawatomie**

509 5th Street
Osawatomie, Kansas 66064

Quote #179

Sent on Dec 10, 2025

Total \$7,066.90

Product/Service	Description	Qty.	Unit Price	Total
Replace 2 sections of city sewer main	Replace the sewer line sections that have severe root intrusion, section of pipe is 7-8ft down. Line will be replaced and if needed re connecting the sewer taps from the homes.	1	\$7,066.90	\$7,066.90
		Total		\$7,066.90

This quote is valid for the next 30 days, after which values may be subject to change.

City Manager's Office
439 Main Street
PO Box 37
Osawatomie, Kansas 66064
(913) 755 - 2146
info@osawatomieks.org



City Hall
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CITY OF OSAWATOMIE

CITY MANAGER'S REPORT

January 8, 2026

BASE Grant Interceptor Sewer Progress:

This project is completed and ready for acceptance by the city council and approval for release of retention. All punch list items have been completed and I am working on compiling the final grant expenditure report for the Department of Commerce.

AMI Meter Update:

Residential water meter installation is nearly complete. As of December 1, 1,347 of 1,680 meters have been installed. The goal is 80% to be installed by year-end.

500/510 Main – Negotiated Sale:

The HEAL grant was submitted on Wednesday, December 31. If awarded, construction at 510 Main must begin by August 1, 2026, finish by August 1, 2028, and be occupied by February 1, 2029. We should know by April if we were awarded the grant or not.

2026 Condemnations:

There are a handful of properties that will be brought before the council at the January 22 council meeting. As a reminder, the first step is to set the hearing.

Water Treatment Plant and Distribution Project Status:

Since KDHE and USDA Rural Development have given their approval to begin procurement, Bowen Engineering is preparing procurement packages for engineered equipment. Equipment and materials represent over one-third of the total cost to build the plant, so locking in pricing and ensuring “just-in-time” delivery, can help reduce construction time and overall cost of construction. As a reminder, the guaranteed maximum price will be set next summer after KDHE approval.

On the water distribution side of this project, design is nearly complete, and we hope to be sending final plans to KDHE for the distribution project to KDHE for review after the first of the year (first quarter of 2026). Since the cost of the plant must also be known, I envision bidding a significant portion of the water lines as part of the “base bid” and then the remainder of what we hope we can build as options that can be added to the distribution project once the GMP for the treatment plant is set.

2026 Street Improvements:

Design is being deferred until next year. While bonding capacity exists, our priority is to retire 2023 temporary notes and consolidate into a long-term issue to fund construction.

5th Street Terrace RHID:

Public infrastructure is complete, and four lots have closed. Chestnut and Kelly streets will be patched to extend usability during subdivision build-out. There are a couple of grading issues on four of the lots on the east side of the street that are being worked out, but construction can start any time on the four lots on the northern side of the development (two lots on each side of the street).

KDOT Transportation Alternatives Grant:

We have acquired nearly all of the easements we need. As we finalize design of this project through the park, we will begin preparations for the bidding process which will be led by KDOT.

Agreement with Osawatomie State Hospital for Fire Protection Services:

With the hospital's fire department dissolved, our department now provides coverage. The final agreement was sent to us by OSH, but I still had questions, so those were sent back to the hospital for answers. I will bring the agreement to the council for approval once all outstanding questions have been answered satisfactorily.

Library Expansion Update:

The Library Board requested that staff reach out to other design firms to confirm pricing reliability. Staff did that and found that each firm is within 1-2% points of each other, so staff's recommendation to the Library Board was to stay with SFS Architecture since that firm performed the initial work. Additionally, the individuals who performed that work for SFS are conveniently still with SFS. With these facts, the Library Board voted to recommend to the council that we engage SFS Architecture to restart the design process and work towards an application to CDBG in 2026. The cost is \$64,000 and the Library Fund has the money to pay for this work. To prepare a set of construction ready plans and work through the construction phase, the estimated cost is \$272,250. We will continue to identify grants to help offset some of these planning expenses.

Hickory Valley and Indian Ridge RFPs:

I anticipate issuing these for bid again next year. The recently released housing study for Miami County and more specifically, Osawatomie which is attached, indicates that much more housing is going to be needed than what we have been accustomed to getting on an annual basis for the past couple of years and those growth pressures are going to continue. I am optimistic that we can find developers for both of these properties in light of that housing study.

2025 Golf Course Clubhouse and Community Facility Project:

The design project is complete. We met with the design team on Wednesday before Thanksgiving and would like to have a presentation for the council after the first of the year. Our assumed annual debt payments are \$122,000 since design has been paid for up front with cash on hand in the Golf Course Fund. We will continue to work towards a CDBG Grant in the amount of \$650,000 to help offset the cost of construction. The current estimated cost of construction is approximately \$3.5M.

Aside from the clubhouse project, play at our course hit an all-time high this year with more than 17,000 rounds played. Overall, the course was up 6% over last year. Green fees, memberships, etc. were up slightly over 8% and the pro shop (balls, gloves, tees, etc.) was up over 14%.

Additionally, you've heard our director talk about Youth on Course. Some statistics from 2025 for JUST the Youth on Course program – at our course, the following stats were documented for 2025:

1. Youth from 11 states played at our course;
2. These youth played 1,017 rounds of golf;
3. There were 247 unique individuals who played at our course;
4. Based on total rounds played, our course ranked #7 in our region;

This is the 4th year we have participated in Youth on Course. As a participant in the Youth on Course program, we offer discounted rounds (cost is \$5/player/round of golf) and the program makes up the difference in the green's fees. We track "Junior Rounds" of golf on the monthly golf course report to the council.

In the year prior to OGC participating in Youth on Course (2021), there were 181 junior rounds of golf played. You will see in the December OGC report, we had 1,936 junior rounds played. The intervening years are below:

2021 – 181 Junior Rounds
2022 – 187
2023 – 561
2024 – 1,185
2025 – 1,936

Memorial Hall Restoration:

All contract documents have been signed and returned to Loyd Builders. I anticipate the contractor will begin bringing in equipment later this month.