

OSAWATOMIE CITY COUNCIL
AGENDA

July 10, 2025

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. July 10, 2025 Agenda
 - B. June 26, 2025 Meeting Minutes
 - C. Pay Application(s)
 - BG Consultants – 6th Street Construction - \$625.00 (Final Bill)
 - BG Consultants – WTP Design - \$15,054.00
 - BG Consultants – Water Distribution Design - \$52,000.00
 - BG Consultants – J.B. & So. Levee Loop - \$17,560.00
 - BG Consultants – Northland Interceptor Sewer - \$5,159.50
 - BG Consultants – City Surveyor & Engineering - \$3,512.50
 - BG Consultants – Golf Course Clubhouse Design - \$11,960.00
 - Pro Design Contractors – Northland Interceptor Sewer - \$428,928.47
 - D. Special Event Permit(s)
 - OHS Flag Football Fundraiser Walk
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
9. Unfinished Business
10. New Business
 - A. Resolution 1315 – School Resource Officer Cooperative Agreement
 - B. Resolution 1316 – Authorizing City Manager to Sign Agreement with Mi. Co. Community Foundation
 - C. Ordinance 3872 – Amending Section 8-208 of Osawatome City Code – Vegetation Notices
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – July 24, 2025

OSAWATOMIE CITY COUNCIL
AGENDA

July 24, 2025

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. July 24, 2025 Agenda
 - B. July 10, 2025 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
9. Unfinished Business
10. New Business
 - A. Ordinance ____ - Adopting 2025 STO
 - B. Ordinance ____ - Adopting 2025 UPOC
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – August 14, 2025

Osawatomie, Kansas. **June 26, 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 were: Schasteen, Diehm, Dickinson, Henness, Bratton and Caldwell. Council members Macek and Filipin were absent. City Staff present at the meeting were: City Manager Bret Glendening, Deputy City Manager Michele Silsbee, City Attorney Jeff Deane, City Clerk Tammy Seamands and Public Safety Officer Scott Polster. Members of the public were: Nancy Thompson, Brian McCauley, Nocola Henness, Jacki Glendening, Nicole Dickinson, Karen LaDuex, Brad Dickinson, Elizabeth Redd, Tyler England, Joseph Casel, Marvin Halvorsen, Joe Karhoff, Oliver Tanner, Brandon Willey, Jamie Kehl, Christy Birchard, Gayle Faddis, Dean Inscore, Polly Inscore, Rhonda Synder, Bert Snyder, Doug Walker, Mark Fuchs, Deenna McQuay, Micheal McCoy, Jillie Powell, Michelle Chester, Jeff Dorsett, Meredith Stewart, Sierra Bell and a couple of unidentified attendees.

INVOCATION. – First Elder Marvin Halvorsen – Blessed Hope Seventh Day Adventist Church

CONSENT AGENDA.

- A. June 26, 2025 Agenda
- B. June 12, 2025 Meeting Minutes
- C. Pay Application(s)
- D. Special Event Permit(s)
- E. AP Report – May 2025

Motion made Dickinson, seconded by Schasteen to approve the consent agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

First Elder Marvin Halvorsen – Blessed Hope Seventh Day Adventist Church – This year we took on a new project that we have not done in the past and that is helping those that are in need. The Ministerial Association has a program where they help people but they are limited in funds and how much they can do. The church has helped 16 people this year. We have supplied rides to doctor appointments, clothing, repaired a vehicle, helped with rent, food, and helped someone find a job. We stay with the person and help beyond just giving money.

Nicole Dickinson ~ asked questions and expressed her concern regarding the Levee Loop project and the use of the utility easement on her property. This is not a minor construction inconvenience, this is a fundamental issue of property rights, government overreach, and procedural accountability. I appreciate the city's work to improve infrastructure but we have serious concerns on how this project is being handled. Why can't the city pause for sixty days to meet the impacted residents and explore compromises. We are asking for transparency, fairness and a legal process that respects the rights of the people that live here. We have started a petition and there are already 337 signatures to stop or halt the sidewalk.

Brad Dickinson ~ I want to express my concerns regarding the safety and privacy of my family. Being on the side street we see a lot of traffic already. We have had toys and landscaping items stolen out of our yard and had drug paraphernalia found on the sidewalk. So, I am concerned with the city wanting to invite people from out of town to come past our property. The sidewalk is very close to our house already so I do not know how we would have any privacy with bikers coming that close to the house. I also have questions about the legal authority of the easement documentation. Were there any alternative options considered that did not involve constructing a whole new path? It seems like a waste of grant or tax payers' money to rip up a perfectly good sidewalk that we already have that is ten years old to build a bigger one. I ask the council for full transparency of the easement use and any easement documents to clarify our property.

Christina Birchard ~ I have a question on the Transportation Alternatives map. What does the solid green line that runs from Main to South Street mean?

Dean Inscore ~ Thank goodness for social media. That is how everyone got her tonight. I want to thank everyone for showing up and showing support for just being a part of the city. The city council has hired the city manager and it is thier job to oversee his actions. A lot of things going on with the City Manager is a direct reflection of everyone here that has been elected to do that job. If you cannot open your packet and protect the citizens of Osawatomie from our city manager and assistant city manager and make decisions for the citizens that elected you, then you need to remove yourself so that we can get someone in here that can. The city is trying to tear down as many houses as they can and replace them with people from out of town. That is fine but you guys are in charge and not him. He is off the hook and is doing things that are unethical. You cannot get a call back from either one of these people. These are your hires. I suggest that you oversight your employees because you are the boss of the city manger and assistant city manager. Everyone in here is a customer of the City of Osawatomie and should be treated that way.

Jeff Dorsett ~ I am an advocate of a healthy lifestyle, bicycling, and walking. I want to say that I agree that growth is tough on everybody. I did have a nice yard until my easement was torn up in the back for sewers and in the front for cable tv. It was a bitter pill that I swallowed and accepted knowing that is the purpose of an easement. There is a tremendous financial benefit for the trails within the town. From the counters that we have had on the Flint Hills Trail/Mile Zero there have been 6,000 visitors in the last 18 months. People are coming to town specifically to use our trail. As a part of these grants, we are a part of Mid America Region Council so our trails are showing up on the Kansas City bicycle trails. 1.5 – 2 M people in the metropolitan are now seeing our trails so this is a way for us to draw people that will spend money to our community. There is an economic benefit for people coming in and spending their money and making this a more livable place.

Doug Walker ~ I am a 40-year resident here and a trail advocate. When I was in the legislature, I was an advocate for the Prairie Spirit Trail. Constituents of mine filed petitions with over 1,000 signatures opposing the trail. I tried to counter the opposition with facts, figures and what the trail could do for the communities economic. There was a lot of misinformation out there and I have heard some of that misinformation tonight. People think that the crime will be there but these things do not happen. This brings good people into the community. I encourage the council to have the courage to do what is right. This trail if it goes through will be here long after

your gone from this council. You could leave a lasting legacy. That was my view on the Prairie Spirit Trail. I could get beat for supporting it, but today proves that it is a very good amenity for the State of Kansas. I encourage you to look at the big picture and what it is going to do for our community in the long run. There will be opposition but a year after this is done the opposition will dissipate and people that oppose it now will enjoy it then. I encourage you to do the right thing, listen to the people that oppose the project and try to give them the information that they need. As I listen to the questions, the answers are all there. You followed the procedures that you were supposed to. Just see that they get the information that they need and help them to understand that in the long run that this is a good project.

Polly Inscore ~ I think that the trail is a great idea. I think that the citizens in this room should decide where it goes. I think that we should know where every single one of you live so that we can send it through where you live so that we can take away your easement and your privacy. I am just floored that this is happening in Osawatomie, Kansas. What I have seen and heard is very disappointing. Easements given away to people that have political connections, right of ways being taken and favoritism. Dean, Neil, and Sam do not have to work in this community but if they are not here to provide the services that they do then you will be getting Johnson County trucks coming to this city with their Johnson County prices and wait times. I ask that Dean, Neil, and Sam be treated with the upmost respect and that there is no more harassment. To put people out of their homes because they are low-income, minorities, elderly or because they are invisible to you is wrong. As the City of Osawatomie comes together and starts talking amongst themselves and things start becoming exposed, I hope that we find out just how tax dollars are being spent. I want to know why a town this size has a deputy city manager. What does the city manager and deputy city manager do with their time besides torment the tax payers and harass people that do not deserve it? Your citizens are your job; they are your bosses. Please do not ever forget that.

Sierra Bell ~ I think that some of you should be acting professional and not rolling your eyes when comments are made about you. Community is very important to me. Why are we not taking care of the things that we already have? Why are we building new things that we eventually are not going to take care of? We have a park that nobody goes to because it is so poorly maintained. Roads and sidewalks are so torn up. There are things that we need to be taking care of and they just are not. Why are we building and trying to capitalize off this small town when we don't take care of the things that we already have? I think that small businesses should be opening, people can come and ride on the trail, get a cup of coffee or eat at the Mexican restaurant – that is great but there is a different way to go about that. We don't need to continue building. Why are we advertising the pedestrian overpass when we don't have funding for the project?

Oliver Tanner ~ I am a disabled veteran and have been here about two years. I bought a parcel of land here for an amazing price. I came here for an opportunity to build a permanent home for my family. We are working on trying to open a business here. I do not really care about your legacies. I do not care about something cute for the town. I am sure that this trail will be just as wonderful as the splash pad that was going to be on Main Street. From the time that I have been here the track record is not great. I do not care about bringing people from Olathe or Overland Park or to get big money down here. What I care about is building the community in this town. I do not have a lot of money. I am trying to build something with the little bit that I have and I cannot compete with big money coming in down here. There is no opportunity here if this is the

way this town is going to go. After listening to both sides here tonight, I hope that you pay attention to is the argument regarding violation of rights. I do not know enough about this project to say that you are or are not violating rights. The purpose for government at its core is to protect the rights of the people. If any part of this is violating the rights of the people, then shut it down.

Joe Karhoff ~ The city manager told me that he cannot understand me and called me a name. He should be canned. You should have a talk with him. They took my mailbox down and have not put it back up. He has been doing a lot to me.

Rhonda Snyder ~ I own property behind the elementary school. I have three family members that have been affected by the city's decisions. I think that it has been done where there is not very much transparency. Had they been forewarned that this was up and coming I think things would have been handled differently. As far as bringing people in, I am an advocate for health, exercise, and bicycles. However, we are bringing people in while we are letting our patrons leave because they are upset. Both of my daughters have been impacted by both the city manager and assistant city manager. I feel that they have an unhealthy sense of control and they thrive on making the patrons be at their mercy with their decisions. That is very unhealthy when they work for you guys. My daughter is now leaving Osawatimie. My nephew built a new home here and they lost his final inspection so then he had to put out several thousands of dollars to get a hard surface driveway when the final inspection was done. That is uncalled for and unhealthy. I have walked the John Brown Park and it is embarrassing. We want to invite people in here to visit the museum and if they fell going into there that would be a lawsuit. I have contacted the Kansas State Tourism and I am researching who oversees that road work.

Micheal McCoy ~ I was wondering when you were going to fix the ditch and the road on Brown. My neighbor and I get water damage. The water runs down the alley, through my yard and under my house. Michele does not answer phone calls or return calls.

OTHER DISCUSSIONS/MOTIONS

Nick Hampson ~ Clearing the Path is a citywide initiative to improve pedestrian and bicycle access through bridges, trails, and sidewalk programs. There were over 470 residents that responded to two public planning studies (PSP & II). Clearing the Path addresses real barriers to safety and access (railroads, river, sidewalk gaps).

We have secured \$3 M in state and federal pedestrian funding, \$1.5 M in Cost Share used on 6th St reconstruction and \$1.5 M in Transportation Alternatives. We have launched appraisal process for temporary easements (required by federal law)

We will continue working on easement negotiations, begin design finalization, pursue additional grant opportunities for pedestrian bridges and complete PSP III Mile Zero Trailhead Masterplan (currently going on, survey linked on the Clearing the Path page)

There is currently 2,476 ft of new sidewalk, 855 ft of poor condition sidewalk (as identified in PSP II study) being replaced/ADA upgraded, an additional 355 ft of good condition sidewalk

that is not ADA compliant replaced and we have added 18 ADA compliant crossings. The trail width must be 10 ft to meet AASHTO/federal compliance, this is a federally funded grant

Residents Can Stay Involved by attending council meeting, applying to be on the trail commission and contact staff with feedback.

Motion made by Caldwell, seconded by Bratton to take a five-minute recess and return at 6:58 p.m. Yeas: All.

The council meeting resumed to open session at 6:58 p.m.

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

APPOINTMENT – MARIAH CURTIS – ARTS COMMISSION – **Motion** made by Schasteen, seconded by Dickinson to appoint Mariah Curtis to the Arts Commission as presented. Yeas: All.

UNFINISHED BUSINESS. – None.

NEW BUSINESS

RESOLUTION 1313 – 2026 BUDGET POLICY – As we work to finalize our 2026 budget, our primary concern is always balancing what we want to do and what we need to do with the property tax dollars that will be required to do them. A very close, secondary concern is on interfund transfers: particularly the transfers OUT of our enterprise or utility funds. For years the city has relied on transfers from utilities to keep property taxes down. The effect of this as we have all seen, is a neglect of the utilities and a myopic view of what the true costs of this municipal government are.

Regarding our utilities, we continue to move forward with design of the new water plant and replacing water mains as part of the larger water distribution project. We have replaced every electric meter in town and are working on replacing water meters. We have completed our lead and copper service line inventory. We NEED to smoke test sewers and find the last remaining portions where I & I exist. We have completed millions of dollars on street improvements, both full depth replacements as well as mill and overlay, and we have increased our stormwater system's capacity to reduce the likelihood of localized flooding during heavy rain events. We are spending hundreds of thousands of dollars annually on the debt retirement for the generators and converting the distribution system to 12470/7200kV, and we are well into construction of the 5MW solar array.

All our street projects are financed with debt that is retired by property taxes. Our benefits package for employees that are not working for an enterprise fund are also financed by property

taxes. Day to day operational expenses of the Police, Fire, Municipal Court, Administration, Public Works, the Library and Cabin are all financed by property taxes. But, if the 2026 budget were ready to be adopted today, property taxes would comprise ONLY 20% of the total city budget. The rest of the budget is covered with sales taxes, franchise fees, utility rate charges, and other miscellaneous revenues.

However, the budget as it stands today is NOT ready for adoption. There is still much work that needs to be done to keep the mill levy at the same rate it is for 2025, roughly 78 mills. The current draft of the 2026 budget requires approximately \$900,000 more property tax dollars than the 2025 budget. The current draft of the 2026 budget also has an overall increase of almost \$2,000,000, or 12% more than last year's budget. Now obviously, this isn't where we will end up. As I stated, there's still quite a bit of work to do on the budget.

As we look to the future with the goal of reducing the levy, to facilitate a turn in that direction, we must continue to broaden our tax base. This includes selling more electricity and water. It also involves bringing in more sales tax dollars and increasing the number of commercial and residential properties within the city. Last year we discussed the need to see a minimum 3-5% annual increase in property valuations JUST to keep pace with inflation. We achieved that again this year. However, if we are to continue with the improvements we are making, we must continue to move forward incrementally and all of us; the governing body, staff, and public need to continue to keep in mind that "Rome wasn't built in a day" and "Osawatomie does not need to be rebuilt overnight." **Motion** made by Schasteen, seconded by Caldwell to approve Resolution 1314 – Establishing budget policies for the City of Osawatomie as presented. Yeas: All.

RESOLUTION 1314 – 2025 RNR NOTICE TO COUNTY CLERK FOR 2026 BUDGET
- This resolution does two things. First, it directs staff to notify the county clerk that the city's intention is to exceed the revenue neutral rate (requirement of state law). This must be done no later than July 20. Secondly, it directs the city manager to finalize the 2026 budget and prepare the notice of public hearing for both the RNR hearing as well as the budget itself (also a requirement of state law). Publication must occur at least 10 days prior to the hearing being held and the hearing must be held no later than September 20.

More importantly however, we expand on the 2026 budget policy resolution, specifically as it relates to the property tax levy. The current draft of the 2026 budget has property taxes comprising just over 20% of the total 2026 budget. The past two budgets have seen the mill levy comprise between 15% and 17%, with each tax levied fund receiving approximately 1/3rd of the total property tax dollars levied.

In the bond and interest fund, we are levying property taxes sufficient only to retire the obligations due in 2026, but after we account for portions of that debt that are being retired by the utility funds (primarily, Sewer), the bond & interest fund does not meet the 25% goal for fund balance. Twenty-five percent of the fund's annual expenditures is just shy of \$500,000. The 2025 budget got us closer to that 25% goal with a budgeted cash reserve of \$100,000. The 2026 budget gets us even closer. Targeted mill levy is 30 mills.

In the employee benefits fund, we are only levying for benefits for those employees who are not working in either one of the utility funds or the golf course. Those funds pay for the benefits of those employees. I am happy to report that we expect a 25% fund balance by the end of 2025. As such, we will budget to maintain that fund balance, while providing for the fund's expenditures and we will be able to lower the mill levy in this fund to approximately 16 mills. Twenty-five percent of this fund's average annual expenditure is approximately \$250,000.

The Industrial Promotion Fund hasn't had a property tax levy for a couple of years. This year, I am proposing a small levy (less than 1 mill) to provide assistance to businesses along 6th Street to give their facilities a facelift. In my mind, this program would function much like the façade program that Louisburg has in place, whereby businesses apply for the program with a plan to improve their facility's "curb appeal", and once approved, the business owner makes the improvements. Upon completion, the city would reimburse the business owner for a portion of the cost. I would also propose waiving the building permit fees for the program.

Lastly, our general fund catches nearly everything else that this municipality does. From administrative staff to manage the day-to-day operations, to code enforcement, police, fire, public works, to the library and the cabin, the departments in the general fund interact with the public in some way, shape, or form, on a daily basis and with that in mind, we built the budgets in the general fund with our five goals in focus:

1. Clean the community up;
2. Repair & maintain Streets;
3. Invest in hard infrastructure;
4. Invest in soft infrastructure;
5. Renew focus on economic development, including housing of all types.

We also continue to focus our efforts on expanding the tax base. Whether it is property taxes, sales taxes, utility revenues or all the other user charges and fees for services that we have in place, we cannot solely depend on locally collected property taxes to finance our efforts. The more outside dollars we can collect to help build this community, the better. This fund lacks adequate fund balance. The General Fund should have a carryover of \$950,000+. For 2026, there is a \$250,000 budgeted cash reserve.

There is still work to be done on the general fund budget. While we are working towards building fund balances in all of our budgeted funds, we cannot do so overnight nor can we do so in one budget year. The mill levy for the general fund in 2026 is forecasted to be: 30 mills.

If we are to build this community and do so in a fiscally responsible and sustainable way, we must continually keep not only our goals in mind, but always be looking for opportunities to enhance this community. **Motion** made by Dickinson, seconded by Diehm to approve Resolution 1314 – Regarding the governing body's intent to levy a property tax exceeding the revenue neutral rate as presented. Yeas: All.

EXECUTIVE SESSION – None.

COUNCIL REPORTS

Cathy Caldwell ~ I am looking forward to Lights on the Lake. My grandson will be singing the National Anthem.

Kenny Diehm ~ Lights on the Lake is this weekend and fireworks will be starting soon.

Kevin Schasteen ~ I have heard a lot of good comments about Main Street.

MAYOR'S REPORT – Main Street is looking nice. I am glad that the striping has finally gotten done.

Lights on the Lake is this weekend.

Fireworks will be sold June 29th through July 5th but the discharge of fireworks did not change. The discharge of fireworks ends at 11 p.m. on the July 4th.

John Brown Jamboree and parade was last week. I did have a couple of citizens reach out to say that was a really fun time for their families. Thank you to the John Brown Jamboree Committee and anyone that had anything to do with putting that together for our community. That is a lot of volunteer time and we do appreciate that.

CITY MANAGER & STAFF REPORTS.

Bret Glendenning ~ We had presented a Charter Ordinance on transient guest tax amendments. I did get into contact with the Kansas Department of Revenue. They stated that changing any of the definitions of what is a transient guest is they would no longer enforce or collect the transient guest. I did contact the League and found out that there is a sizable push across the state to do something like what we are proposing because of the World Cup so we are going to hold off and see what the state decides to do.

The Cabin and the Park is a state park so we cannot touch anything in the park without the State's permission. It is true that the curbs and things are in terrible condition and that is true, but we cannot do anything with them. One of the things that we have applied for is Congressional Directed spending to repair or replace all the curb and gutter, pull all the bricks up, put down concrete and then reinstall the bricks. The state has equipment in the park right now so that they can power wash the stone at the Cabin and then to put a sealant on it.

Michele Silsbee ~ We are working on water meter replacements. This project will continue into the fall. There will be a small disruption to service while we replace each water meter. Crews have been asked to knock on doors. I have not received any complaints or heard of any. They have also been asked to go to the next house if the meter is spinning.

Public Works have been working on John Brown Jamboree and then Lights on the Lake. Once that is done, we will be doing some grading of the alleys, working on a replacement project on Retan. We have a section of the street that has completely failed by Sonic. We will also be doing ditch work at Brown Ave. and South Street and filling in potholes. I encourage people to

use text my gov or call in to report potholes because even though we are out and about we might not notice all of them.

OTHER DISCUSSION/MOTIONS.

Motion made by Schasteen, seconded by Bratton to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:24 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk



BG CONSULTANTS

ENGINEERS • ARCHITECTS • SURVEYORS

* **by email only** *

City of Osawatomie

July 6, 2025

Attn: Bret Glendening, City Manager

439 Main Street

INVOICE #37 FINAL INVOICE

Re: 2022/2023 Street Improvements in Osawatomie, Kansas

BG Project No. 22-1139L

Main St. Terr. (18th St. to 16th St.) / Walnut Ave. (6th St. to 4th St.) / 18th St. (Main St. to Brown Ave.)

Brown Ave. (12th St. to 7th St.) / 6th St. (Lincoln Ave. to Kelly Ave.)

-----Invoice for Consulting Services-----

This Invoice is for services performed during the month of June 2025 as follows:

<u>Design Phase Services (w/Supp. No. 1)</u>	Lump Sum	% Complete	Subtotal
Design, Bid, and Const. Eng. Services (Lump Sum Fee).....	\$ 773,000.00	100.00%	\$ 773,000.00
		Subtotal #1 =	\$ 773,000.00
<i>Contract Value of Design Phase Services Remaining..... \$ -</i>			

<u>Construction Engineering Services (Supp. No. 2)</u>	Lump Sum	% Complete	Subtotal
6th Street Const. Eng. Services (Lump Sum Fee)*.....	\$ 50,000.00	100.00%	\$ 50,000.00
		Subtotal #2 =	\$ 50,000.00
<i>Contract Value of Design Phase Services Remaining..... \$ -</i>			

<u>Construction Observation (Main Street Terr. / Walnut / 18th St. / Brown)</u>			
Observation Services (Not to Exceed).....	\$ 120,000.00		
Senior Construction Observer.....	0.0 hrs @ \$ 132.00 /hr	\$	-
Certified Construction Observer.....	0.0 hrs @ \$ 115.00 /hr	\$	-
	Subtotal #3 =	\$	-
Total Construction Observation Services Billed Thru this Invoice.....			\$ 10,392.00
<i>Contract Value of Construction Observation Services Remaining..... \$ 109,608.00</i>			

<u>Construction Inspection (6th Street)</u>			
Inspection Services (Not to Exceed).....	\$ 350,000.00		
Senior Construction Inspector.....	0.00 hrs @ \$ 132.00 /hr	\$	-
Certified Construction Inspector.....	0.00 hrs @ \$ 115.00 /hr	\$	-
	Subtotal #4 =	\$	-
Total Construction Inspection Services Billed Thru this Invoice.....			\$ 36,539.25
<i>Contract Value of Construction Inspection Services Remaining..... \$ 313,460.75</i>			

<u>Reimbursable Expenses</u>			
None this month.....		\$	-
	Subtotal #5 =	\$	-
Total Reimbursable Expenses Thru this Invoice.....			\$ 6,526.59

Summary

Total Amount of Services Completed To Date.....	\$ 876,457.84
Less Previous Amount Billed (Thru Invoices: #36).....	\$ 875,832.84
Total Amount Owed this Invoice.....	\$ 625.00
Plus Previous Invoices Unpaid.....	\$ -
Total Amount Owed to Date.....	\$ 625.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 625.00
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For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,

Diane Rosebaugh

Diane Rosebaugh, P.E.

Project Manager | Associate Principal

* **by email only** *

City of Osawatomie
Attn: Bret Glendening, Deputy City Manager
439 Main Street
Osawatomie, KS 66064

July 5, 2025

INVOICE #17

Re: 2023 Osawatomie WTP Improvements
Osawatomie, Kansas

BG Project No. 22-1194L

-----**Invoice for Consulting Services**-----

This Invoice is for services performed during the month of June 2025 as follows:

Basic Services	Lump Sum Amount	% Complete Progress	Subtotal
Preliminary Design.....	\$ 1,075,328.00	72.00%	\$ 774,236.00
Final Design.....	\$ 915,000.00	0.00%	\$ -
Bidding.....	\$ 46,000.00	0.00%	\$ -
Construction Phase.....	\$ 590,000.00	0.00%	\$ -
Post-Construction.....	\$ 28,000.00	0.00%	\$ -
Subtotal #1 =			\$ 774,236.00

Resident Project Representative (RPR)

RPR Services (Not to Exceed).....	\$ 1,058,400.00		
Engineer IV.....	0.0 hrs @ \$ 144.00 /hr	\$	-
Engineer II.....	0.0 hrs @ \$ 130.00 /hr	\$	-
Senior Construction Observer.....	0.0 hrs @ \$ 120.00 /hr	\$	-
Certified Construction Observer.....	0.0 hrs @ \$ 103.00 /hr	\$	-
Subtotal #2 =			\$ -
Total Construction Observation Services Billed Thru this Invoice.....	\$		-
Contract Value of Construction Observation Services Remaining.....	\$		1,058,400.00

Total Amount of Services Complete (Subtotals #1 + #2).....	\$	774,236.00
Less Previous Amount Billed (Thru Invoices: #16).....	\$	759,182.00
Total Amount Owed this Invoice.....	\$	15,054.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$	-
Total Amount Owed to Date.....	\$	15,054.00

TOTAL AMOUNT DUE THIS INVOICE	\$ 15,054.00
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For questions, please contact me at 785-537-7448 or brian.foster@bgcons.com.

Sincerely,



Brian J. Foster
Project Manager

* **by email only** *

City of Osawatomie
Attn: Bret Glendening, Deputy City Manager
439 Main Street
Osawatomie, KS 66064

July 5, 2025

INVOICE #24

Re: 2023 Osawatomie Water Distribution Improvements
Osawatomie, Kansas

BG Project No. 22-1195L

-----**Invoice for Consulting Services**-----

This Invoice is for services performed during the month of June 2025 as follows:

Basic Services	Lump Sum Amount	% Complete Progress	Subtotal
Preliminary Design.....	\$ 650,000.00	98.00%	\$ 637,000.00
Final Design.....	\$ 535,000.00	32.00%	\$ 171,200.00
Bidding.....	\$ 50,000.00	20.00%	\$ 10,000.00
Construction Phase.....	\$ 250,000.00	10.99%	\$ 27,480.00
Post-Construction.....	\$ 23,000.00	0.00%	\$ -
			\$ 845,680.00

Resident Project Representative (RPR)

RPR Services (Not to Exceed).....	\$ 1,051,920.00		
Engineer IV.....	0.0 hrs @	\$ 144.00 /hr	\$ -
Engineer II.....	0.0 hrs @	\$ 130.00 /hr	\$ -
Senior Construction Observer.....	0.0 hrs @	\$ 120.00 /hr	\$ -
Certified Construction Observer.....	0.0 hrs @	\$ 103.00 /hr	\$ -
		Subtotal #2 =	\$ -
Total Construction Observation Services Billed Thru this Invoice.....			\$ -
Contract Value of Construction Observation Services Remaining.....			\$ 1,051,920.00

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 845,680.00
Less Previous Amount Billed (Thru Invoices: #23).....	\$ 793,680.00
Total Amount Owed this Invoice.....	\$ 52,000.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 52,000.00

TOTAL AMOUNT DUE THIS INVOICE **\$ 52,000.00**

For questions, please contact me at 785-537-7448 or brian.foster@bgcons.com.

Sincerely,



Brian J. Foster
Vice President

* *by email only* *

City of Osawatomie
Attn: Bret Glendening, City Manager
439 Main Street
Osawatomie, KS 66064

July 6, 2025

INVOICE #21

Re: John Brown and South Levee Loop
Osawatomie, Kansas

BG Project No. 23-1109L

-----**Invoice for Consulting Services**-----

This Invoice is for services performed during the month of June 2025 as follows:

	Lump Sum Amount	% Complete	Subtotal
<u>Design Phase Services</u>			
Design Services (Lump Sum Fee).....	\$ 247,200.00	86.23%	\$ 213,172.50
Property Acquisition Services (Lump Sum Fee).....	\$ 26,000.00	85.00%	\$ 22,100.00
		Subtotal #1 =	\$ 235,272.50
Professional Services Billed this Invoice.....			\$ 17,560.00
Total Professional Services Billed Thru this Invoice.....			\$ 235,272.50
Contract Value of Professional Services Remaining.....			\$ 37,927.50

Reimbursable Expenses

N/A.....	\$ -
	Subtotal #2 =
	\$ -
Total Reimbursable Expenses Billed Thru this Invoice.....	\$ 1.00

Total Amount of Services Complete (Subtotals #1 + #2).....	\$ 17,560.00
Less Previous Amount Billed (Thru Invoices: #20).....	\$ -
Total Amount Owed this Invoice.....	\$ 17,560.00
Plus Previous Invoices Unpaid (<i>none</i>).....	\$ -
Total Amount Owed to Date.....	\$ 17,560.00

TOTAL AMOUNT DUE THIS INVOICE **\$ 17,560.00**

For questions, please contact me at 785-749-4474 or diane.rosebaugh@bgcons.com.

Sincerely,



Diane Rosebaugh, P.E.
Project Manager | Associate Principal



INVOICE

July 3, 2025

City of Osawatomie
Attn: Bret Glendening
439 Main Street
Osawatomie, KS 66064

Re: Northland Interceptor Sewer Improvements
Osawatomie, Kansas
23-1404L

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of June 2025 as follows:

<u>Contract Amount - Design, Property Acquisition, and Bid Phases</u>					\$146,000.00
100% of Project Complete					\$146,000.00
-Previous Invoices:					\$146,000.00
Subtotal:					\$0.00
<u>Construction Phase Services (Hourly)</u>					
Principal III	5.5	hrs @	\$262.00	per hour	\$1,441.00
Certified Construction Observer II	27.75	hrs @	\$134.00	per hour	\$3,718.50
Subtotal:					\$5,159.50
Construction Phase Services Billed to Date:					\$5,159.50
<u>SA#1 - Phase 2 Concept, Easements</u>					\$5,400.00
100% of Project Complete					\$5,400.00
-Previous Invoices:					\$5,400.00
Subtotal:					\$0.00
<u>SA#2 - Flag Sewer Alignment</u>					\$3,600.00
100% of Project Complete					\$3,600.00
-Previous Invoices:					\$3,600.00
Subtotal:					\$0.00
Total Amount Due:					\$5,159.50

Sincerely,

BG CONSULTANTS, INC.

David J. Hamby, P.E., CFM
Principal



July 5, 2025

City of Osawatomie
c/o Bret Glendening, City Manager
439 Main Street
Osawatomie, KS 66064

Re: City Engineering Duties
25-1022L

-----Invoice for Consulting Services-----

This invoice is for services which were performed through the month of **June** as follows:

Development Review

WTP CMAR Procurement

PRINCIPAL (Foster)	0	hrs @	\$215.00	per hour	\$0.00
ASSOCIATE (A. Mills)	4	hrs @	\$209.00	per hour	\$836.00

Subtotal: \$836.00

State Hospital Lift Station

SENIOR PROJECT SURVEYOR	2	hrs @	\$206.00	per hour	\$412.00
PROJECT SURVEYOR	3.5	hrs @	\$158.00	per hour	\$553.00
ASSISTANT PROJECT SURVEYOR	4.5	hrs @	\$122.00	per hour	\$549.00
FIELD SURVEYOR II	12.5	hrs @	\$93.00	per hour	\$1,162.50

Subtotal: \$2,676.50

Total Amount Due \$3,512.50

Sincerely,

BG CONSULTANTS, INC.

Brian P. Kingsley, P.E.
Principal



BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

MONTHLY INVOICE

Attn: Brett Glendening, City Manager
bglendening@osawatomieks.org

Bill To: City of Osawatomie
439 Main Street

Arch Invoice No	4
Invoice Date	7/1/2025
Arch Project No	251166
Client Project No	0
Please Remit By	7/31/2025
Payment Terms (days)	30
Balance Due	\$11,960.00

Re: Municipal Golf Course Clubhouse and Cart Barn Improvements

Invoice for Professional Services

Description

This Invoice is for professional architectural and engineering services performed as follows:

Preliminary Architectural Report	\$4,200.00
Topographic and Utility Surveying Services	\$8,000.00
Architectural and Engineering Services	\$150,908.00
Construction Administration	\$37,728.00
Fee Summary	\$200,836.00
Total Services Previously Invoiced	\$8,812.00
Total Expenses Previously Invoiced	\$0.00
Current Services Fees	\$11,960.00
Current Expenses	\$0.00
Pre-Payment Applied	\$0.00
Total Due (Current Invoice-Outstanding)	\$11,960.00
Remaining Contract Balance	\$180,064.00

Invoice Total	\$11,960.00
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We appreciate the opportunity to be of service. Please make payments to BG Consultants, Inc.

Thank you.

Issued: BG Consultants, Inc.
By: Clint Hibbs AIA, Principal

Professional Services Rendered

Position	Hours	Rate	Amount (\$)
Engineer/Architect V	0.00	\$198.00	\$0.00
Engineer/Architect IV	0.00	\$173.00	\$0.00
Engineer/Architect III	0.00	\$162.00	\$0.00
Engineer/Architect II	0.00	\$146.00	\$0.00
Engineer/Architect I	0.00	\$125.00	\$0.00
Graduate Engineer/Architect IV	0.00	\$151.00	\$0.00
Graduate Engineer/Architect III	0.00	\$141.00	\$0.00
Graduate Engineer/Architect II	0.00	\$131.00	\$0.00
Graduate Engineer/Architect I	0.00	\$112.00	\$0.00
Technician IV	0.00	\$129.00	\$0.00
Technician III	0.00	\$119.00	\$0.00
Technician II	0.00	\$101.00	\$0.00
Technician I	0.00	\$88.00	\$0.00
Technician	0.00	\$61.00	\$0.00
Senior Construction Observer	0.00	\$117.00	\$0.00
Certified Construction Observer	0.00	\$105.00	\$0.00
Construction Observer	0.00	\$94.00	\$0.00
Senior Project Surveyor	0.00	\$196.00	\$0.00
Project Surveyor	0.00	\$146.00	\$0.00
Assistant Project Surveyor	0.00	\$123.00	\$0.00
Field Supervisor	0.00	\$113.00	\$0.00
Field Surveyor II	0.00	\$83.00	\$0.00
Field Surveyor I	0.00	\$70.00	\$0.00

Hourly Subtotal \$0.00

Fixed Fee Subtotal \$11,960.00

Percentage Complete: 10.34%

Services & Expenses Rendered This Invoice: \$11,960.00

Expenses

Expense Category	Qty	Rate	
Mileage	0.00	\$0.5750	\$0.00

Project Expenses This Invoice \$0.00

Contractor's Application for Payment


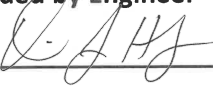
Owner:	<u>City of Osawatomie</u>	Owner's Project No.:	<u></u>
Engineer:	<u>BG Consultants, Inc.</u>	Engineer's Project No.:	<u>23-1404L</u>
Contractor:	<u>Pro Design Contractors, LLC</u>	Contractor's Project No.:	<u>92543</u>
Project:	<u>Northland Interceptor Sewer Improvements</u>		
Contract:	<u>Northland Interceptor Sewer Improvements</u>		
Application No.:	<u>2</u>	Application Date:	<u>7/3/2025</u>
Application Period:	From <u>6/1/2025</u>	to <u>7/3/2025</u>	

1. Original Contract Price	\$	1,769,018.88
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,769,018.88
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	504,705.80
5. Retainage		
a. <u>5%</u> X <u>\$ 380,871.64</u> Work Completed	\$	19,043.58
b. <u>5%</u> X <u>\$ 123,834.16</u> Stored Materials	\$	6,191.71
c. Total Retainage (Line 5.a + Line 5.b)	\$	25,235.29
6. Amount eligible to date (Line 4 - Line 5.c)	\$	479,470.51
7. Less previous payments (Line 6 from prior application)	\$	50,542.04
8. Amount due this application	\$	428,928.47
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	1,264,313.08

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:	<u>Pro Design Contractors, LLC</u>		
Signature:		Date:	<u>7/3/2025</u>
Recommended by Engineer		Approved by Owner	
By:		By:	<u></u>
Title:	<u>Project Manager</u>	Title:	<u></u>
Date:	<u>7/8/2025</u>	Date:	<u></u>
Approved by Funding Agency			
By:	<u></u>	By:	<u></u>
Title:	<u></u>	Title:	<u></u>
Date:	<u></u>	Date:	<u></u>

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.:2

Application Period:From06/01/25to07/03/25

Application Date:07/03/25

A	B	C	D	E	F	G	H	I	J	K	L					
Bid Item No.	Description	Contract Information				Work Completed		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) (\$)					
		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) (\$)									
Original Contract																
1	Contractor Construction Staking	1.00	L.S.	17,600.00	17,600.00	0.85	14,960.00		14,960.00	85%	2,640.00					
2	Mobilization	1.00	L.S.	80,000.00	80,000.00	0.75	70,000.00		70,000.00	88%	10,000.00					
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	250.00	15,347.50	8,944.40	24,291.90	49%	25,004.27					
6	8" Force Main (PVC RJIIB)(HDD)(In Place)	207.00	L.F.	261.30	54,089.10	50.00	13,065.00	20,619.00	33,684.00	62%	20,405.10					
7	8" Force Main (PVC RJIIB)(In Place)	700.00	L.F.	43.26	30,282.00		-		-	0%	30,282.00					
8	18" Sanitary Sewer (PVC)(PS115)(In Place)	2,489.00	L.F.	195.36	486,251.04		-	54,983.46	54,983.46	11%	431,267.58					
9	18" Sanitary Sewer (PVC RJIIB)(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		-	5,030.96	5,030.96	19%	22,053.04					
11	Std. Manhole w/Bolted Lid (0'-6' Deep)(4' Dia.)	4.00	EA	7,283.00	29,132.00		-	5,254.34	5,254.34	18%	23,877.66					
12	Extra Depth (4' Dia.)	73.50	V.F.	199.00	14,626.50		-		-	0%	14,626.50					
13	Wetwell (LS #001)(10' Dia.)	1.00	L.S.	182,765.00	182,765.00	0.85	155,350.25		155,350.25	85%	27,414.75					
14	Wetwell (LS #002)(10' Dia.)	1.00	L.S.	178,176.00	178,176.00		-		-	0%	178,176.00					
15	8"x11.25 Degree MJ Bend	4.00	EA	1,400.00	5,600.00		-		-	0%	5,600.00					
16	8"x22.5 Degree MJ Bend	3.00	EA	1,400.00	4,200.00		-		-	0%	4,200.00					
17	8"x45 Degree MJ Bend	1.00	EA	1,400.00	1,400.00		-		-	0%	1,400.00					
18	8" Plug	2.00	EA	1,000.00	2,000.00		-		-	0%	2,000.00					
19	Connect to Existing Force Main	1.00	EA	4,000.00	4,000.00		-		-	0%	4,000.00					
20	30" Steel Casing (In Place)(Boring)	65.00	L.F.	1,416.58	92,077.70	20.00	28,331.60		28,331.60	31%	63,746.10					
21	14" Casing (HDPE)(In Place)(Boring)	680.00	L.F.	502.15	341,462.00		-	29,002.00	29,002.00	8%	312,460.00					
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		-		-	0%	18,500.00					
25	Concrete Surfacing (8")(4K Reinf.)(KCMMB)	91.60	S.Y.	172.49	15,800.08		-		-	0%	15,800.08					
26	Storm Water Pollution Prevention	1.00	L.S.	9,500.00	9,500.00	0.20	1,900.00		1,900.00	20%	7,600.00					
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		-		-	0%	30,000.00					
					-		-		-		-					
Original Contract Totals					\$	1,769,018.88		\$	380,871.64	\$	123,834.16	\$	504,705.80	29%	\$	1,264,313.08

Stored Materials Summary

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.:		2		Application Period:		From		06/01/25		to		07/03/25		Application Date:		07/03/25	
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		590' 8" SDR-21 PVC200 GJx20'	On Site	2	-	8,944.40	8,944.40	-	-	-	8,944.40					
8	204339 01		518'18"x14 PVC SDR26 Gasket Pipe	On Site	2	-	19,751.34	19,751.34	-	-	-	19,751.34					
8	204339 03		84' 18x14 PVC SDR26 Gasket Pipe	On Site	2	-	3,202.92	3,202.92			-	3,202.92					
8	204724 01		840 18x14 PVC SDR26 Gasket Pipe	On Site	2	-	32,029.20	32,029.20			-	32,029.20					
10	31490932		Std. MH-006	On Site	2	-	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					
21	204678 01		16" DIPS SDR11 HDPE Pipe40'	On Site	2	-	29,002.00	29,002.00			-	29,002.00					
6	204110 01		870' 8x20 SDR-21 Yelomine	On Site	2	-	20,619.00	20,619.00			-	20,619.00					
								-			-	-					
								-			-	-					
								-			-	-					
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								-			-	-					
								-			-	-					
								-			-	-					
								-			-	-					
Totals						\$	-	\$	123,834.16	\$	123,834.16	\$	-	\$	-	\$	123,834.16

STANDARD WAIVER & RELEASE OF LIEN

PROJECT: Northland Interceptor Sewer Improvements
OWNER: City of Osawatomie
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
Four Hundred Twenty-Eight Thousand Nine Hundred Twenty-Eight and Forty-Seven cents 428,928.47
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:
07/03/25 2 428,928.47

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the
date of: 07/31/25 20.

☐ ^{Initial} **FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT** for all labor, services, materials or equipment
provided in the amount of: Dollars (\$)

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
subcontractors 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 \$ 50,542.04 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: *[Signature]*

TITLE: Owner

State of: Kansas)
County of: Johnson) SS

Subscribed and sworn before me this
8 day of July, 2025.

NOTARY PUBLIC:

SIGNED: *[Signature]*

My Commission Expires: 4/20/29

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



Osawatomie
KANSAS

439 Main Street | P.O. Box 37
Osawatomie, KS 66064
(913) 755-2146

SPECIAL EVENTS PERMIT APPLICATION for MILE ZERO TRAILHEAD

Office Use Only
Date Record

Submitted _____

Tourism Approved _____

KDWP Approved _____
(If Applicable)

Council Approved _____

1. NAME OF APPLICANT AND/OR ORGANIZATION

David Stephens / Otts Flag Football

2. CONTACT PHONE NO., ADDRESS, AND EMAIL

913-284-2696 1200 Trajan Dr stephas@
Osawatomie 66064 USD 367.
org

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR (RACE, FUNDRAISER WALK, BIKE EVENT, ETC.)

Fundraiser Walk

4. REQUESTING ACCESS TO

- ☐ ELECTRIC HOOKUP
☐ WATER HOOKUP
☐ TABLE/CHAIR/TENT STORAGE BOX

5. WILL EVENT REQUIRE ACCESS TO STATE PORTION OF
FLINT HILLS TRAIL? ☒ YES ☐ NO

IF YES, HAS A STATE PERMIT BEEN COMPLETED AND
APPROVED? ☐ YES ☒ NO

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:

August 9th 5AM - 7AM

7. ENTRY TO EVENT: FEE YES ☐ NO ☒

PUBLIC ☒ OR PRIVATE ☐

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED?

YES ☐ NO ☒

IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED

9. # OF EXPECTED ATTENDEES:

< 20

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES ☐ NO ☒

WILL CMB BE SOLD AT THE EVENT? YES ☐ NO ☒

WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THIRD PARTY? YES ☐ NO ☒

IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED _____

11. APPLICANT AGREES TO ABIDE BY THE ATTACHED RULES OF CONDUCT AND OPERATIONS POLICY FOR THE
DURATION OF THEIR EVENT, OR RISKS PENALTY AND FORFEITURE OF ANY DEPOSITS ☒ YES ☐ NO

12. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT ☐ YES ☒ NO

IF YES, NAME OF INSURANCE COMPANY, AGENT _____

AMOUNT OF COVERAGE: _____

STATEMENT OF APPLICANT

I HAVE REVIEWED THIS APPLICATION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE [Signature]

DATE 6-19

PERMIT APPLICATION: APPROVED _____

DENIED _____

DECISION BY: _____

DATE OF DECISION: _____

COMMENTS: _____



ACTION ITEM SUMMARY	Item Number:	10.A.
Resolution 1315	Date:	July 1, 2025
City Manager	From:	Bret Glendening

RE: Authorizing Mayor to Sign Agreement with USD 367 to Provide School Resource Officer

RECOMMENDATION: Approve Resolution 1315

DETAILS: The City has provided, on a cost reimbursable basis, an SRO to USD 367 for several years. It does not appear that this arrangement has ever been reduced to writing. Having a contractual is important because it defines the rights and responsibilities of not only the City, but the school as well as the officer who serves as the SRO.

Our City Attorney was integral in pulling this document together.

RESOLUTION NO. 1315

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH USD 367 FOR
THE SCHOOL RESOURCE OFFICER POSITION**

WHEREAS, the City of Osawatomie has provided a school resource officer to USD 367 for several years;
and

WHEREAS, the City of Osawatomie and USD 367 wish to formalize that arrangement by entering into an
agreement for the city to provide an SRO; and

WHEREAS, an agreement will define the rights and responsibilities of both the city, the school and the
individual who serves as the SRO.

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

SECTION ONE: The City Council authorizes the Mayor to execute the SRO agreement with USD
367 in substantially the same form as it has been presented.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of
July, 2025, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

School Resource Officer Cooperative Agreement
Between Osawatomie, Kansas & Unified School District 367

THIS Agreement is made by and between **the City of Osawatomie, Kansas**, (hereinafter "City", and, when used, "Osawatomie Police Department" and "OPD" are each understood to be a part of and included in the term "City") and **Unified School District 367** (hereinafter referred to as "USD 367") (the City and USD 367, collectively, hereinafter, the "Parties") and is for the mutual purposes stated herein respecting the appointment of a School Resource Officer ("SRO") and the SRO program as follows:

WHEREAS, USD 367 has a need for a certified police officer(s) to assist in the enforcement of State and local laws on USD 367 property, especially with respect to the student population; and

WHEREAS, the City of Osawatomie employs certified police officers, constituting the Osawatomie Police Department (hereinafter "OPD"), on a regular basis to enforce State and local laws within the City. The OPD is a department of the City and the jurisdiction of the OPD includes USD 367's property; and

WHEREAS, enforcement of State and local laws on USD 367 property is a governmental function that both the City and USD 367 are authorized to perform individually and is thus a proper subject of Agreement; and

WHEREAS, the Parties desire that the City hire a law enforcement officer whose primary responsibilities will be those of a School Resource Officer; and,

WHEREAS, it is the mutual desire of the Parties to reduce to writing this Agreement as to the rights, obligations, division of liabilities, and responsibilities of the Parties stemming from the SRO program;

NOW THEREFORE, the Parties agree as follows:

I. Term of Agreement

The term of this Agreement is for the 2025– 2026 Academic Calendar year commencing on July 1, 2025, and ending on June 30, 2026. The Agreement will be automatically renewed on an annual basis for subsequent Academic Calendar Years, as provided herein. The Parties recognize the necessity of mutual, annual review of this Agreement to make any necessary adjustments to the terms and conditions, including the compensation paid by the USD to the City as more specifically set out herein and paragraph **XVI - Annual Evaluation and Renewal/Extension**.

II. Changes

Changes must be in writing and signed by the Parties. However, updated salary estimate exhibits shall be provided by the City for each subsequent school year.

III. Employment and Assignment of SRO

- A. The City, through OPD, agrees to employ one SRO. The SRO shall be a City employee and a uniformed officer of the OPD; the SRO shall be subject to the administration, supervision, and control of the City at all times, except as such administration, supervision and control are subject to the terms and conditions of the Agreement.
- B. The City agrees to provide and pay the SRO's salary and employment benefits (as estimated in exhibit A and as invoiced by the City, based on actual salary paid, in accordance with paragraph **IV - Payment**, below) in accordance with the employment practices of the City, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability, salary continuation, workers compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all personnel policies and practices of the City and the OPD, except as such policies or practices may be modified to comply with the terms and conditions of this Agreement. Any changes to salary and/or benefits for the SRO shall be at the discretion of the City.
- C. The OPD, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. However, the OPD will consider any reasonable request of USD 367 to replace the SRO. USD 367 will have input in the selection process to fill any SRO position. See **XVIII - Evaluation** for the evaluation of SROs.
- D. The SRO shall be assigned to USD 367 by the OPD and the duties of the SRO are at the discretion of the Superintendent of Schools or designee.
- E. The OPD, in the interest of public safety, reserves the right to recall SROs without notice in cases of emergency conditions, to perform other police duties until those conditions are controlled.
- F. The SRO shall be assigned to USD 367 throughout the school year for ten months. Requests for SRO services outside of the regular school year during portions of June, July, and August will be made to the OPD by USD 367 providing, at minimum, a 2 week notice for any event requiring services.
- G. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the OPD and the principal(s) of the school(s) to which the SRO is

assigned. Requests for personal or professional leave should be made at least five days, outside of emergencies, in advance to the OPD and to USD 367.

H. While assigned to USD 367, the SRO will adhere to its policies, expectations and procedures and will report directly to the principal or designee in the building(s) to which the SRO is assigned.

I. The SRO may be required to attend meetings and other events by USD 367.

IV. Supplies and Equipment

A. The OPD agrees to provide the SRO with the following:

1. Standard uniform and uniform accessories;
2. A standard patrol vehicle for which the OPD agrees to:
 - a. Provide all necessary maintenance;
 - b. Pay for gasoline, oil, replacement tires and other expenses associated with its operation;
 - c. Purchase and maintain comprehensive general auto liability insurance; and,
3. Firearm(s) and other standard law enforcement equipment.

B. USD 367 agrees to provide the SRO with the following:

1. The usual and customary office supplies and forms required in the performance of duties; and
2. A work space within one of the schools provided with SRO services that is equipped with a landline phone offering an internal extension.

V. Payment

A. USD 367 agrees to pay the City the actual salary of the SRO during the time school is in session, generally August through June, and when the SRO provides services under this agreement.

B. USD 367 agrees to pay the City for any overtime incurred by the SRO in performance of services under this agreement at 100% the SRO's overtime rate for actual hours worked.

- C. An invoice shall be issued to USD 367 by the City no less than yearly and by the end of April. Payment by USD 367 shall be made within 60 days of the invoice and no later than June 30th of any term.

VI. Basic Qualifications for a School Resource Officer (SRO)

- A. A commissioned officer;
- B. At least two years of law enforcement experience (preferred);
- C. Shall possess a sufficient knowledge of the applicable Federal and State laws, City Ordinances, and Board of Education policies and regulations;
- D. Shall be capable of conducting criminal investigations;
- E. Shall possess even temperament and set a good example for students; and,
- F. Shall possess communication skills that would enable the officer to function effectively within the school environment.

VII. Duties of a School Resource Officer (SRO)

- A. Provide safety services to students, staff, and visiting members of the public for 8 hours during each school day. Times may differ depending upon need, but are understood to be maintained at minimum between the hours of 7:15am and 3:15pm each day school is in session;
- B. Engage in regular and proactive interactions while maintaining visibility with students during the school day;
- C. To protect lives and property while serving USD 367;
- D. To enforce Federal, State, and Local statutes and ordinances, and to assist school officials with the enforcement of USD 367 Board of Education Policies and Administrative Regulations regarding student and(or) staff(citizen) conduct as needed;
- E. To investigate criminal activity committed on or adjacent to school property;
- F. To counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by school principal or by the parents of a student;
- G. Respond to unauthorized persons on USD 367 property;

- H. Serve as liaison between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws;
- I. Developing and expanding crime prevention efforts for students and staff;
- J. Respond to reports from school administrators of controlled substances (see “Controlled Substances”);
- K. To answer questions and conduct classroom presentations for students in the law-related education field;
- L. Assist other law enforcement officers with outside criminal investigations concerning students attending the school(s) to which the SRO is assigned;
- M. To provide security for special events or functions, such as sporting events, at the request of the principal or the security specialist (extra-duty/overtime compensation may apply);
- N. To provide traffic control during the arrival and departure of students on an as-needed basis, as determined by the OPD and USD 367;
- O. The SRO should obtain approval from the school’s principal before making contact with a student regarding any criminal investigation, except in extenuating circumstances;
- P. The SRO shall ensure that the principal or his/her designee is present whenever the SRO speaks with a student in the course of an investigation, except in extenuating circumstances;
- Q. Notify the appropriate law enforcement agency and call for backup assistance immediately regarding any dangerous incident that is occurring on school property, (shooting, weapon on school campus, serious assaults, fire, etc.), and then contact USD 367. As a follow-up measure, the school should also call the appropriate law enforcement agency to further describe the situation;
- R. The SRO will use discretion in decisions to intervene in situations involving students with severe special needs, including but not limited to those having an IEP and/or a §504 Plan. A teacher or other school personnel will typically handle all hands-on interventions with their students. The SRO may be requested to physically intervene by school personnel when the behavior of the student violates the law/and or becomes dangerous to himself or others;

VIII. Chain of Command and Designation as School Official

- A. As an employee of the OPD, the SRO shall follow the chain of command as set forth in the OPD's Policies and Procedures Manual.
- B. In the performance of his/her duties, the SRO shall report to the principal or the principal's designee of the school to which he/she is assigned.
- C. The SRO shall serve as a school official with access to student educational records per USD 367 policies and procedures. As a school official, the SRO is bound to federal and state privacy regulations.

IX. Training/Briefing

- A. The SRO shall be required by the OPD to attend periodic training sessions. These sessions will be held at the direction of the OPD. The City shall fund yearly training for each individual SRO in regard to his/her individual job-related duties and responsibilities.
- B. Training sessions will be conducted to provide the SRO with appropriate in-service training such as updates in the law and in-service firearm training.
- C. USD 367 shall fund appropriate training for SROs; consistent with USD 367 procedures for professional development of staff. USD 367 will also provide training in Board of Education policies, regulations and procedures.

X. Dress Code/Equipment

- A. SROs will wear the OPD uniform during the day when on duty in schools. When wearing civilian clothing with OPD supervisor approval, the officer must wear approved styles of business attire. The SRO will be armed with an approved duty weapon at all times, while on duty, either in plain clothes or uniformed. The SROs badge should always be visible.

XI. Transporting Students

- A. USD 367 or parent/guardian is responsible for the transportation of students.
- B. The SRO shall not transport any student, in a police vehicle or otherwise, except when:
 - 1. The student is a victim of a crime, under arrest, or some other emergency circumstances exist; or,

2. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor.
- C. If circumstances require that the SRO transport a student under section X(B)(2), then school officials must provide a school official or employee to accompany the officer in the vehicle.
 - D. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the SRO may accompany the school official in transporting the student.
 - E. A student shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported, without specific permission from the parent. The age of the child shall be one consideration when determining whether a child can be left home alone without an adult.
 - F. The SRO shall notify the school principal before removing a student from campus.
 - G. The SRO shall not transport students in his/her personal vehicle.
 - H. Any transportation of a minor, and/or USD 367 personnel, will be called into dispatch prior to departure and upon arrival.

XII. Searches

- A. School resource officer (SRO) may accompany USD 367 officials executing a search or may perform searches under the direction of USD 367 officials based on the reasonable suspicion meeting the applicable legal standard. However, the SRO may choose not to participate in the search if the SRO believes that such participation might interfere with the successful future criminal prosecution of the student (i.e., failure to meet the probable cause standard in the SRO's opinion).
- B. The administration will contact an SRO to perform a search if the administration reasonably suspects that a student is concealing controlled substances, drug paraphernalia, weapons, stolen goods, or evidence of a crime beneath his or her clothing and the student refuses to surrender such items. Law enforcement officials may be contacted for assistance in performing a search in any case in which a student refuses to allow a search or in which the search cannot safely be conducted.

XII. Interviewing Students in the Investigation of Alleged Crimes

- A. The SRO or investigating officer shall follow Kansas Statutes and all applicable law when interviewing students identified as suspects.
- B. Law enforcement officials requesting to interview a student at school will provide the principal or designee the reason for the interview and provide any applicable warrant or court order. The principal or designee will record the identity of the law enforcement officials and the stated reason for the interview.
- C. USD 367 will not allow law enforcement officials to interview students at school unless one of the following applies:
 - 1. The law enforcement official has presented an applicable warrant or court order authorizing the official to take custody of the student or interview the student.
 - 2. Consent for the interview is provided by the parent/guardian or the student if the student is 18 or older and is otherwise competent to consent.
 - 3. Exigent circumstances exist that school officials consider sufficient to justify the interview. Exigent circumstances are sufficient if the law enforcement officials demonstrate that delaying the interview may pose a danger to the health or safety of the student, or other students, USD 367 employees, or others. If the interview is permitted, the principal or designee will be present during the interview. Unless the parent/guardian was already contacted, the principal or designee will attempt to contact the parent/guardian immediately after the interview.

XIII. Emergencies/Crisis Management

- A. The SRO shall participate in any emergency preparedness training or crisis intervention training of USD 367. Such participation may require attending meetings outside USD 367 location as assigned by USD 367.
- B. The SRO reports to his or her designated school administrator in the event of emergencies and for crisis management unless the OPD recalls the SRO to serve under the direction of the OPD.

XIV. Controlled Substances

- A. School officials shall notify the SRO in all cases involving possession, sales, or distribution of controlled substances at school or school activities, or near a school.

- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO or OPD for proper identification and eventual destruction.

XV. Access to Education Records and Police Reports

- A. See Section **VII** for the designation of the SRO as a school official.
- B. USD 367 will release student records to the OPD in accordance with USD 367 policy and state and federal law.
- C. In the interest of school safety, SROs will share police report information with USD 367 in accordance with the state and federal statutes regarding the dissemination of reports (i.e.: Kansas Open Records Act).

XVI. Annual Evaluation and Renewal/Extension

Annual Performance Evaluations for assigned SRO will be prepared by the SRO's Police Supervisor with input from school personnel. Additionally, no later than May 15th of each year, USD 367 and OPD shall jointly evaluate the SRO Program and the performance of each individual SRO to determine if they desire to continue with the program for the following year. The current written Agreement will continue in force, though the end of the stated term, unless one or both of the parties desire to submit changes or terminate the agreement as provided in this Agreement. Should the Parties agree to continue the program, the City shall provide a new Exhibit A detailing the then-current estimate of the payments for the upcoming term.

XVII. Termination

This agreement may be terminated with or without cause by either party, by giving the other part thirty (30) days written notification, prior to the start of a new school term.

XVIII. Incorporation

This Agreement incorporates the entire understanding and agreement of the parties.

XIX. Execution and Approval of Agreement

The Agreement shall be in effect only upon and after the signature of officers below who have the approval of the respective governing bodies of USD 367 and the City of Osawatomie.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____, _____.

City of Osawatomie, Kansas

Unified School District 367

Nick Hampson, Mayor

President, Board of Education

Attest:

Tammy Seamands, City Clerk

Exhibit A

The estimated salary and benefits of the School Resource Officer provided under this agreement for the _____ school term is _____



ACTION ITEM SUMMARY	Item Number:	10.B.
Resolution 1316	Date:	July 1, 2025
City Manager	From:	Bret Glendening

RE: Authorizing City Manager to Sign Agreement with Miami County Community Foundation

RECOMMENDATION: Approve Resolution 1316

DETAILS: The City has applied for two Hawkins Foundation grants over the last two years. Each grant totals \$50,000. During a recent meeting with the Hawkins Foundation, the Miami County Community Foundation (MCCF) came up during discussion. The opportunity to have the MCCF match donations made to the project during the month of September (a traditional fundraising campaign month for non-profits) was offered to the city by MCCF.

In order for a donation to be matched by MCCF, the donation must be initially made to the Miami County Community Foundation, with the donor identifying that the donation is meant for the Memorial Hall Restoration Project. These donations, plus the matching funds, will then be sent to the city for use in the restoration project.

The minimum required donations in this campaign must be \$25,000 which will be matched by a \$5,000 donation from MCCF. The maximum donations eligible for the MCCF match is \$100,000 and that will be matched with \$20,000. If we are successful and exceed the \$100,000, we will receive every dollar donated. Only the MCCF match will stop at the maximum dollar amount.

RESOLUTION NO. 1316

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT
WITH THE MIAMI COUNTY COMMUNITY FOUNDATION**

WHEREAS, the City of Osawatomie has successfully applied for two Hawkins Foundation grants over the last two years, each totaling \$50,000 for the express purpose of restoring Memorial Hall; and

WHEREAS, the Miami County Community Foundation has agreed to match individual donations raised for this project during the month of September 2025; and

WHEREAS, donations are tax deductible and the match is a 20% match, up to a maximum of \$20,000; and

WHEREAS, the Memorial Hall Advisory Committee is committed to raising funds for this project.

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

SECTION ONE: The City Council authorizes the City Manager to execute the agreement with the Miami County Community Foundation for matching funds for the Memorial Hall Restoration Project.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 10th day of July, 2025, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



MIAMI COUNTY COMMUNITY FOUNDATION

Investing In Our Towns, Investing In Our Future

Tammy Booe,
Executive Director

Cell: 913-731-5979
Tammy.Booe@micocf.org
<https://micocf.org>

Board Members:

Peter Lewis,
President

Kari Bradley,
Vice President

Keri Peterson,
Secretary

Jean Carder
Jessica Finch
Michelle Kaiser
Nick Scheffer
Matt Winterscheid

Memorial Hall Restoration Committee
Doug Walker, Chairperson
439 Main Street
Osawatomie, KS 66064

Subject: Match Commitment for Memorial Hall Restoration Project in Osawatomie

Dear Memorial Hall Restoration Committee:

We are honored to partner with you on such a worthwhile project. Restoration of Memorial Hall in John Brown Park in Osawatomie, Kansas will continue to keep this landmark as a central, vibrant structure for Osawatomie citizens to utilize for generations to come.

The Miami County Community Foundation is proud to offer a 20% matching grant to this project. If the committee brings in \$100,000 during the month of September 2025, the MCCF will match that with an additional \$20,000 in your account at the foundation. Minimum amount to receive the 20% match is \$25,000 (donation would be \$5,000). Maximum match amount is \$20,000.

To set up your account at the Miami County Community Foundation, there is an agreement to be reviewed and signed. Once set up, tax deductible donations can be made. Miami County Community Foundation is a 501c3 organization. These donations can be made via deposits at the foundation (First Option Bank locations), online via paypal from our website or utilizing a QR code.

Please let us know if you have any questions.

We look forward to the relationship between MCCF and the Memorial Hall Restoration Committee.

Thank you.

Tammy Booe
Executive Director
Cell: 913-731-5979
Email: tammy.booe@micocf.org

Miami County Community Foundation is a 501(c)(3) organization; tax identification number is 47-0935217.

cc: Keri Peterson, First Option Bank
Bret Glendening, City of Osawatomie



ACTION ITEM SUMMARY	Item Number:	10.C.
Ordinance 3872	Date:	July 1, 2025
City Manager	From:	Bret Glendening

RE: Ordinance 3872

RECOMMENDATION: That the City Council approve Ordinance 3872

DETAILS: The proposed amendment to Section 8-208 of the City Code changes the language of the vegetation notifications from “one notice for each calendar year” to one notice “in a twelve (12) month period.”. This amendment will save the city a fair amount of money on certified letters. So far this year, we have sent out approximately 190 certified vegetation notices. Each notice costs \$5.54. Many of these come back unclaimed, but we must make the effort. Making this change basically gives us 4 to 5 months of enforcement on properties that have already been provided proper notice at the beginning of the year.

Proposed amendment to Chapter 8, Article 2, Section 208:

8-208. Service of notices.

(a) Unless otherwise prescribed by Kansas statute, all written notices required to be given under the provisions of this Chapter may be served in the following manner:

- (1) By personal delivery at such person’s residence—with an individual 18 years of age or older being a member of the family or cohabitant, or at such person’s place of business with an employee of the business; or
- (2) By certified mail, return receipt requested to the person in violation and also to the owner, if the City abatement is assessed to the property; or
- (3) If the owner or the agent of the owner of the property has failed to accept delivery, or has otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the City may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.
- (4) If in the event the whereabouts of such person is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official City

newspaper and by posting a copy of the resolution on the premises where such condition exists.

(b) In the case of notices issued for grass or weed nuisances, the City shall only provide one notice ~~for~~ ~~each calendar year in a twelve (12) month period.~~ All subsequent violations after the first notice, whether abated by the person in violation or by the City, will not require further notice in that calendar year before the City abates the grass or weed nuisance.

ORDINANCE NO. 3872

AN ORDINANCE AMENDING CHAPTER 8 OF THE CITY OF OSAWATOMIE MUNICIPAL CODE FOR THE PURPOSE OF REDEFINING WHEN A VEGETATION NOTICE WILL BE ISSUED BY THE CITY

WHEREAS, the City of Osawatomie requires residents to adhere to a series of health and nuisance codes, including tall grass and other unsightly vegetation; and

WHEREAS, existing code defines the frequency that the city will notify recipients of vegetation notices as “once per calendar year”; and

WHEREAS, the city desires to maximize the length of time that a vegetation notice is valid for.

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

SECTION ONE: Chapter 8, Article 2, Section 208 of the City of Osawatomie Municipal Code is amended to read as follows:

8-208. Service of notices.

(a) Unless otherwise prescribed by Kansas statute, all written notices required to be given under the provisions of this Chapter may be served in the following manner:

- (1) By personal delivery at such person’s residence—with an individual 18 years of age or older being a member of the family or cohabitant, or at such person’s place of business with an employee of the business; or
- (2) By certified mail, return receipt requested to the person in violation and also to the owner, if the City abatement is assessed to the property; or
- (3) If the owner or the agent of the owner of the property has failed to accept delivery, or has otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the City may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.
- (4) If in the event the whereabouts of such person is unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive

weeks in the official City newspaper and by posting a copy of the resolution on the premises where such condition exists.

(b) In the case of notices issued for grass or weed nuisances, the City shall only provide one notice ~~for each calendar year in a twelve (12) month period~~. All subsequent violations after the first notice, whether abated by the person in violation or by the City, will not require further notice in that calendar year before the City abates the grass or weed nuisance.

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 July 10th, 2025

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

CITY OF OSAWATOMIE
YTD TREASURERS REPORT
AS OF: MAY 31ST, 2025

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	118,540.05	1,886,280.70	1,308,706.74	696,114.01	0.00	(68,291.42)	627,822.59
02 -WATER	219,297.42	912,407.80	858,487.52	273,217.70	0.00	(11,087.87)	262,129.83
03 -ELECTRIC	123,683.18	2,140,536.79	1,900,277.13	363,942.84	0.00	(10,076.30)	353,866.54
04 -SEWER	181,725.58	519,579.74	632,388.91	68,916.41	0.00	(1,850.30)	67,066.11
05 -REFUSE	21,816.71	225,005.27	136,252.80	110,569.18	0.00	0.00	110,569.18
06 -LIBRARY	94,884.24	9,161.18	1,306.51	102,738.91	0.00	0.00	102,738.91
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	(24,764.32)	0.00	(14,716.74)	(10,047.58)	0.00	0.00	(10,047.58)
09 -INDUSTRIAL PROMOTION	29,344.19	119,858.89	111,589.72	37,613.36	0.00	0.00	37,613.36
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	26,723.78	710.28	11,097.87	16,336.19	0.00	0.00	16,336.19
12 -STREET IMPROVEMENTS	144,783.90	210,742.28	90,883.96	264,642.22	0.00	0.00	264,642.22
13 -TOURISM	97.91	63,775.62	86,705.95	(22,832.42)	0.00	0.00	(22,832.42)
14 -PUBLIC SAFETY EQUIPMENT	207,925.73	96,821.46	74,758.92	229,988.27	0.00	0.00	229,988.27
15 -POLICE SEIZURES	1,019.00	0.00	0.00	1,019.00	0.00	0.00	1,019.00
17 -OPIOID SETTLEMENT	23,870.90	2,201.92	0.00	26,072.82	0.00	0.00	26,072.82
18 -GOLF COURSE	381,866.32	261,445.44	231,691.07	411,620.69	0.00	(3,737.24)	407,883.45
21 -CIP - ARTS COMMISSION	732.34	100.00	215.79	616.55	0.00	0.00	616.55
22 -CIP -WATER	153,644.88	1,488,326.00	405,145.91	1,236,824.97	0.00	0.00	1,236,824.97
23 -CIP - ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -CIP - SEWER	1,647,197.10	250,000.00	25,873.50	1,871,323.60	0.00	0.00	1,871,323.60
25 -CIP - STREET PROJECT	548,671.35	159,223.31	699,551.01	8,343.65	0.00	0.00	8,343.65
27 -CIP - GRANTS	58,170.00	0.00	0.00	58,170.00	0.00	0.00	58,170.00
29 -CIP - SPECIAL PROJECTS	1,763,738.14	32,101.73	56,869.95	1,738,969.92	0.00	0.00	1,738,969.92
31 -EMPLOYEE BENEFITS	273,438.94	537,529.29	380,144.65	430,823.58	0.00	7,915.63	438,739.21
32 -CAFETERIA 125	71,188.02	102,084.64	92,275.67	80,996.99	0.00	0.00	80,996.99
35 -TECHNOLOGY FUND - CIP	74,763.60	19,742.04	0.00	94,505.64	0.00	0.00	94,505.64
41 -BOND & INTEREST	29,115.53	823,491.35	842,523.68	10,083.20	0.00	0.00	10,083.20
42 -RHID FUND	0.00	1,533,000.00	375.00	1,532,625.00	0.00	0.00	1,532,625.00
43 -ELECTRIC DEBT SERVICE	158,187.61	177,875.00	68,512.50	267,550.11	0.00	0.00	267,550.11
51 -COURT ADSAP	7,243.50	0.00	0.00	7,243.50	0.00	0.00	7,243.50
52 -COURT BONDS	28,529.00	17,400.00	6,760.00	39,169.00	0.00	0.00	39,169.00
53 -FORFEITURES	14,514.15	1,767.26	0.00	16,281.41	0.00	0.00	16,281.41
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.00	10,050.00	0.00	10,050.00	0.00	0.00	10,050.00
58 -MAYOR'S CHRISTMAS TREE FU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93 -CREDIT CARD CLEARING FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	6,392,848.54	11,601,217.99	8,007,678.02	9,986,388.51	0.00	(87,127.50)	9,899,261.01
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*** END OF REPORT ***



CITY OF OSAWATOMIE

CITY MANAGER'S REPORT

July 10, 2025

2026 Budget:

The 2026 budget is complete and ready for publication in the newspaper. As you are aware, the publication must occur 10 days before the hearings for both the RNR rate and the budget hearing itself. As usual, the RNR statutes have created a more detailed and specific process that needs to be followed and I will walk the council through that process as usual.

BASE Grant Interceptor Sewer Progress:

Weather permitting, this week the contractor should have begun the directional drill underneath US 169.

500/510 Main – Negotiated Sale:

The development agreement is being negotiated. Once it is completed, I will walk the council through that agreement as I did with the 5th Street Terrace Agreement and the council will be asked to sign off on its execution.

Hickory Valley and Indian Ridge RFPs:

We received no bids for either of these parcels of land. We did however meet with an engineering firm on the Friday these bids were due. During the course of that conversation, this individual expressed an interest in these projects, so the RFP's were forwarded to him. Nothing may come of this, but I want to keep the council aware of where we stand with regard to these city owned tracts of land.

Condemnations – Round 1, 2025:

Asbestos testing has been performed on the three remaining condemned structures. 1041 Walnut came back positive for Transite. The abatement of the asbestos siding will occur on July 14 and cost approximately \$2,500. Demolition of both 1041 and 1033 Walnut will begin on July 15. 318 E. Pacific is still in Miami County District Court. Our response to the appeal has been filed.

Condemnations – Round 2, 2025:

We have additional properties that really need to be condemned. We are working to try and address them administratively, but there is a chance some of these will need to end in condemnation. A couple of these structures may be occupied. I really hope it does not come to that and that our nuisance officer can help find them another housing option. There is a trailer on 18th Street that is starting to separate. There is a trailer at 11th and Walnut Ave. that is also starting to come apart. I know it's difficult to condemn properties at times, even when they are vacant so occupied structures are even more difficult. But, this is really a life safety issue not just for those who may be living in these structures, but at times, for those living next to them.

Water Treatment Plant Status:

We have extended the bid due date for the CMAR services portion from July 10 to July 31. The only reason is to give bidders time to review the Basis of Design Review, which has yet to be approved for release by KDHE. We hope that between now and the revised bid date, this document can be released. Keep in mind, that this RFP will identify the lowest responsible bidder to provide the CMAR services and not the construction cost of the water treatment plant. That cost, defined as the “Guaranteed Maximum Price” will not be set until we are nearly complete with the design of the plant.

2025 Street Improvements:

I am still working with our financial advisor on developing the plan to build the next round of full depth replacement streets. I will also advise the council when we have executed the design contract for these same streets. As a reminder, they are: 4th Street from Parker to Chestnut; Pacific from 6th to 4th; Chestnut from 6th to 4th; 5th Street from the alley behind City Hall to Chestnut; and 1st Street from the N. Levee to Main Street.

5th Street Terrace RHID:

Contracts for the public infrastructure project with Killough Construction have been signed. July 14th is the stated start date for construction of the public infrastructure. Killough Construction has provided all of their submittals for review and approval by the engineer, Lamp Rynearson. Once approval has been issued, materials will be ordered, which is an obvious and necessary prerequisite to construction starting. The contract deadline for completion is October 1.

KDOT Transportation Alternatives Grant:

We continue to work through the easement acquisition portion of this project as well as finalizing design. We have had to revisit the portion of this project that runs past the water treatment plant. When the new plant is constructed, part of the trail will be inaccessible, and due to the federal requirements, these pathways must be accessible to the public for a minimum of 10 years or else we could be forced to return dollars associated with the closed portions.

AMI Meter Update:

Installation of the new water meters has begun and will continue throughout the summer. Our goal is to have all residential meters installed by the end of the year.

Library Updates:

The Library Board has been presented with the Phase II expansion plans from 2010. They have been tasked with determining what the needs of the library are and how those needs can be met with an expansion of the existing facility. I have explained to them that we will need to engage an architect to evaluate options for a Phase II Library Expansion project. That architect will likely be the same architect that assisted us in 2010. Because those reports still exist in City Hall, I expect the cost to be fairly minimal. This is really an update of those plans from 2010 that will include the needs of the library today, as defined by the Library Board.

2025 Golf Course Clubhouse Replacement Project:

Our assumed annual debt payments of ~\$140,000 (\$122,000 if design is paid for up front and with cash on hand) is contingent on receiving a \$650,000 CDBG Grant. At the April 24th meeting, we

will need to have a public hearing to apply for the CDBG grant. With the changed process, our application will be made in the first round (May 2025). We also have the opportunity to submit a pre-application packet and receive feedback. We will do this as well and utilize the feedback to adjust the application to hopefully increase our chances of being awarded the grant.

Hawkins Grant – Memorial Hall:

Since we received no bids for work at Memorial Hall, the chair of this committee, Doug Walker and I, have discussed our options and agreed that we would solicit directly and on a one-on-one basis, bids from three local contractors. We need to have a contractor on board in order to receive the second, \$50,000 grant from the Hawkins Foundation.