

OSAWATOMIE CITY COUNCIL
REVISED AGENDA
February 11, 2016
6:30 p.m., Memorial Hall

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. February 8 Agenda
 - B. Minutes from January 14 and January 28
 - C. Appropriations Ordinance 2016-01
 - D. Midland Contractors Pay Application #10
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
7. Presentation
8. Public Hearings
9. Unfinished Business
 - A. Award Bid – CDBG Special Round Sidewalks and Bleachers**
 - B. Agreement with Miami County Fire District No. 1**
10. New Business
 - A. Maxim Golf Solutions Contract
 - B. Award Bid – Utility Vehicle
11. Council Reports
12. Mayor's Report
13. City Manager's Report
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

WORKSESSION

1. Call to Order
2. Roll Call
3. **Discuss Main Street Phase 2**
4. Statutory Tax Lid
5. Adjournment of Work Session

REGULAR MEETING – February 25, 2016
REGULAR MEETING – March 10, 2016

Osawatomie, Kansas. **January 14, 2016.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hunter, LaDuex, Maichel, Hampson, Walmann and Wright. Also present was City Attorney Dick Wetzler, City Manager Don Cawby and City Clerk Tammy Seamands. Members of the public were: Brandon Badders, Clint Graham, Jennifer McDaniel with Osawatomie Graphic, Brian Love, Robert Couture, Jada Hodgson.

INVOCATION. Jada Hodgson with Plum Creek United Methodist Church.

CONSENT AGENDA. Approval of January 14th agenda, December 10th and 17th Minutes, Appropriations Ordinance 2015-12 and Waterline Project – Application for Payment #2 and #3. **Motion** made by LaDuex, seconded by Hunter to approve the Consent Agenda as presented except December 17th minutes. Yeas: All. **Motion** made by LaDuex, seconded by Hunter to approve the December 17th minutes with the correction of page A6 of the packet to strike out ‘although it was just a confirmation of the information they had’ on the Council Report presented by Farley.

COMMENTS FROM THE PUBLIC.

Jada Hodgson, Plum Creek United Methodist Church, spoke that the church focuses primarily on the children in the community, finds their needs and serves them to the best that they can.

PRESENTATIONS. none

PUBLIC HEARINGS. none

UNFINISHED BUSINESS.

ORDINANCE – SPECIAL USE VEHICLES. City Manager, Don Cawby, explained that he cleaned up a few issues that were brought up in the previous meeting regarding special use vehicles. These provisions included allowing golf carts, work site utility vehicles (UTV’s) and micro trucks; ATV’s not being allowed; equipment with a speed of 25 mph and under required to have a slow moving emblem; unrestricted driver’s license; liability insurance; registration; fees and exemptions for government vehicles. **Motion** made by Maichel, seconded by Hampson to approve the Special Use Vehicle Ordinance as presented. Yeas: (4) Dickinson, Maichel, Hampson and Walmann. Nays: (4) Hunter, Wright, LaDuex and Farley. Mayor casting a tie vote of no. **Motion** failed.

EXTENDED CATERPILLAR WARRANTY & SERVICE AGREEMENT FOR GENERATORS. City Manager Cawby explained that to get an extended three (3) year warranty following the original warranty, we would need to purchase at this time in order to take advantage of cheaper price. **Motion** made by Hunter, seconded by Dickinson to pass the Extended Caterpillar Warranty & Service Agreement for Generators not to exceed \$50,000. Yeas: All.

RURAL FIRE CONTRACT. Don Cawby explained that the memo he wrote up regarding the rural fire contract explains where he is at with the contract and that if the council would like to go into more details regarding it, he recommends going into executive session. After four (4) different versions of the contract, there is still no agreement. Cawby is asking the council for permission to submit a letter to the rural fire board until after negotiations are complete with the mediation of the County Administrator. This letter will contain they will hold the responsibility of directly paying the firefighters for all rural calls along with related costs to those calls, the fire department will be allowed one meeting per month subject to additional meetings to be approved by the city manager and that the city will begin paying rent to the county for the smel pumper truck upon receiving payment to the city for rent, utilities and equipment storage. **Motion** made by Hunter, seconded by Hampson to authorize the city manager to draft the letter advising of our actions. Yeas: All.

NEW BUSINESS.

UTILITY LOSS AUDIT PROPOSAL. During the generation project, we have seen higher than expected loss rates in our electric sales. Energy Management Group has suggested that we look at performing a billing review for our utilities. **Motion** made by LaDuex, seconded by Hunter to engage in a Utility Loss Audit Proposal for 1 year. Yeas. All.

RESOLUTION – 2016 FEE RESOLUTION. The 2016 fee schedule was approved in December, but we did not have the rate increase from L&K Trash Services for 2016. This is a proposed 2% rate increase. **Motion** made by Dickinson, seconded by Hampson to pass the 2016 Fee Resolution with the Revision of Refuse Rates from L&K. Yeas: All.

COUNCIL REPORTS. None

MAYOR’S REPORT.

Reminder that the deadline for running for city council is January 26th at noon to file. January 27th is government day in Topeka, its free to register and a good opportunity for everyone.

CITY MANAGER’S REPORT.

Water project update, Nowak hit rock in the 1100 block of Main Street that caused some issues. The city received a tree inventory from the State Forester a couple days ago, will be providing that in the future to the council. Year-end budget will be presented soon as well. Applications are being looked at for the utility clerk position, as well as the police department have been holding interviews for the open positions.

EXECUTIVE SESSION. None

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by Dickinson to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:59 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Osawatomie, Kansas. **January 28, 2016.** The Council Meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hunter, LaDuex, Maichel (arriving at 6:32 p.m.), Hampson, Walmann and Wright. Also present was City Manager Don Cawby and City Clerk Tammy Seamands. Members of the public were: Marvin Halvorsen, Blake Madden, Brian Kingsley with BG Consultants and Charity Keitel with the Osawatomie Graphic.

INVOCATION. Marvin Halvorsen with Blessed Hope SDA Church.

CONSENT AGENDA. Approval of January 28th Agenda, Appropriations Ordinance 2015-12.1. **Motion** made by Hunter, seconded by LaDuex to approve the Consent Agenda as presented.

COMMENTS FROM THE PUBLIC.

Marvin Halvorsen, Blessed Hope SDA Church, was filling in for the Methodist Church. He didn't have a lot of information to share about their church, but could share that as Christians they share the same desire to help people and improve their lives. To teach them to live with harmony and peace through hard work and respect. His specific church holds seminars for all and camps for children in the community.

PRESENTATIONS. none

PUBLIC HEARINGS. none

UNFINISHED BUSINESS.

AWARD BID – PHASE I MAIN STREET RECONSTRUCTION. Brian Kingsley with BG Consultants presented to the council information from the bid opening for the street improvements along Main Street. The low bid for asphalt was Killough Construction for \$978,002.18 and the low bid for concrete was Kansas Heavy Construction for \$1,115,013.45 with at this point determining if we are going to go with asphalt or concrete. **Motion** made by Walmann, seconded by Hunter to select Option 2 Kansas Heavy Construction with the Concrete Bid and Authorizing Construction for the Street Reconstruction. Yeas: All.

NEW BUSINESS.

RESOLUTION – SUPPORT FOR OSAWATOMIE STATE HOSPITAL. Miami County asked cities to express their support for the Osawatomie State Hospital. **Motion** made by Laduex, seconded by Maichel to pass the Resolution for Support of the Osawatomie State Hospital. Yeas. All.

AWARD BID – ONE TON TRUCK FOR ELECTRIC DEPARTMENT. Blake Madden, Public Works Utilities Director, presented to the council that in 2016 the replacement of the chipper truck was in the funding and in 2017 the replacement of the ¾ ton utility truck for the electric department was in the funding as well. The request to swap those replacements, due

to the utility truck not being capable of the work load until 2017. The low bid came in at \$29,906.54 from Beckman Ford. **Motion** made by Walmann, seconded by Hampson to purchase the 2016 Chevy 3500HD Silverado for \$30,876.25 from Beckman Motors. Yeas: All.

2016 PRELIMINARY FINANCIALS UPDATE. City Manager Cawby briefly reflected on each fund to explain the ending balances. General Fund is up due to vacant positions, smart spending and the camera system purchased did not hit the 2015 budget. Water Fund is up a little but yet we would have lost overall due to low water sales. Electric Fund is increased due to less purchased power and low in energy prices, as well as controlled spending. Employee Benefit Fund is up due to vacant positions and the State not increasing KPERs contributions. The Sewer Fund is higher than expected due to savings in materials and not doing a couple capital improvements. The Golf Course Fund ended good by generating a \$60,000 increase of non-transferred revenue. The City Manager recommended changes for 2016 are as follows: move the crawler camera cost to the general CIP fund and change transfers so that 2/3 comes out of the general fund and 1/3 comes from the sewer fund; divert \$30,000 from transfers for the general fund to the public safety equipment fund for replacing and repairing of equipment; divert \$30,000 from transfers for general fun to the general CIP fund to set aside for 2016 projects. **Approval** from all council for the recommended changes to the 2016 budget.

COUNCIL REPORTS. None

MAYOR'S REPORT.

Mayor Govea went to the League Meeting the day before, passed out some information he received.

CITY MANAGER'S REPORT.

Year-end cash flow report is attached. Property tax lid needs to be talked about at some point.

EXECUTIVE SESSION. **Motion** made by LaDuex, seconded by Maichel to go into Executive Session for the purpose of discussing both non-elected personnel and communications with the City Attorney on matters covered by attorney client privilege for a period of 15 minutes to return at 8:18 p.m. Yeas: All. The Council returned from Exective Session at 8:18 p.m, with no action taken.

OTHER DISCUSSION/MOTIONS.

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All. Mayor declared the meeting adjourned at 8:18 p.m.

/s/ Ashley Kobe
Ashley Kobe, Deputy City Clerk

Record of Ordinances

ORDINANCE NO. 2016-01

DATE WARRANTS ISSUED:
January 31, 2016

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
City of Osawatomie	Petty Cash Reimbursement	1710	4,207.42
KMEA	GRDA Electricity	1711	69,382.51
United Healthcare	Health Insurance	1712	38,619.13
KS Statebank	Bobcat Loader	47012	7,000.00
American Equipment	Grab Hook, Inspection Cover, Coupler	47013	207.36
ASCAP	License Fee	47014	335.00
AT&T	RTU'S	47015	222.67
Civic Plus	Website Fee	47016	3,691.23
Delta Dental	Dental Insurance	47017	3,170.68
Dish Network	Service	47018	98.99
Elliott Insurance Inc.	Quarterly Premium	47019	38,941.00
Emergence Reporting	Annual Fee	47020	497.00
Employee Screening Services	Administration Fee	47021	200.00
Gallagher Benefit Services, Inc.	Administration Fee	47022	445.00
Gerken Rental	Kerosene	47023	60.50
Hawkins, Inc.	Aqua Hawk	47024	2,716.82
KACM	Membership	47025	70.00
Kansas City T Bones Baseball	Baseball Group Special	47026	155.00
Kansas Mayors Association	Membership Dues	47027	50.00
KGCSA	2016 Membership Dues	47028	80.00
Knapheide Truck Equipment Center	Harness Kit	47029	533.43
Kansas Municipal Insurance Trust	Workers Compensation Insurance	47030	88,775.00
League of KS Municipalities	Membership Dues & Subscription	47031	1,758.67
Lybarger Oil, Inc.	Dyed Diesel	47032	186.12
Maxim Golf Solutions	Consulting Service	47033	1,250.00
Metropolitan Kansas City Chapter of ICC	Membership Dues	47034	30.00
Nowak Construction	Water Line Project - Pay App #3	47035	75,559.09
R&J Trucking	Sand Hauling	47036	230.00
Schinder Elevator Corporation	Elevator Inspection	47038	1,070.04
Reflective Group	Service	47037	757.09
Suddenlink	Internet Services	47039	364.83
Superior Vision	Vision Insurance	47040	641.48
Utility Service Company, Inc.	Water Tower Annual Service	47041	15,031.62
Verizon Wireless	Internet Services	47042	74.86
United Healthcare	Health Insurance	1713	37,503.93
Kansas Employment Security Fund	4th Quarter Unemployment Fund	1714	665.30
Wex Bank	Fuel	47043	2,566.01
Postmaster	Utility Billing	47044	1,000.00
Key Equipment	Crawler Camera, Hub, Tub Nut	47045	46,730.81
Arm Scor Cartridge, Inc.	Ammunition	47046	824.50

Record of Ordinances

DATE WARRANTS ISSUED:
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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Baker & Taylor	Books	47047	1,557.87
CenturyLink	RTU'S	47048	236.56
CenturyLink	Long Distance	47049	62.81
CenturyLink	Services	47050	737.77
City Attorney's Association of Kansas	Membership Dues	47051	35.00
CMI, Inc.	Mouth Pieces	47052	47.40
Cow Palace	Prime Rib	47053	230.00
Deaf Expression, Inc.	Interpreter	47054	184.50
E-M Sales	Lube	47055	16.00
Industrial Sales	Pipe Soiltite, PVC Cap, Primer	47056	388.14
Kansas Assoc Of Chiefs of Police	Membership	47057	80.00
Kansas City Power & Light	Service	47058	1,600.05
Kansas Dept. of Health & Environment	Analytical Service	47059	770.00
Kansas Gas Service	Services	47060	5,982.18
Kansas Municipal Utilities	2016 Electric Membership Dues	47061	6,127.00
Kansas Secretary of State	Notary-Eric Howell	47062	25.00
Knapheide Truck Equipment Center	Headlamp	47063	224.57
Void		47064	-
Lybarger Oil	Fuel	47065	1,311.81
Martin Pringle	Municipal Matters, City Prosecutor	47066	4,618.60
Miami County Sheriff's Office	Prisoner Care	47067	240.00
NEKLS	Thermal Rolls, Patron Cards	47068	182.00
Nicholson, Dasenbrock & Hartley, LC	Attorney Fees	47069	510.00
NPG Newspaper	Subscription	47070	46.49
Olathe Medical Services	Employment Physical-Roach	47071	63.00
Olathe Winwater Works, Co.	Setter, PVC200	47072	667.00
Postmaster	Pre-Sort Permit	47073	225.00
Praxair Distribution, Inc.	Mig Gun, Plas Elect	47074	261.63
Professional Turf Products	Ball Bearing, Nut Lock, Seal, V Ring	47075	116.55
Protective Equipment Testing Lab	Rubber Gloves Tested	47076	65.08
Quill	Calendar, Hanging File Folders	47077	234.07
R&J Trucking	Gravel and Asphalt Hauling	47078	461.48
R&R Products, Inc.	Bearings, Bearing Puller, Overhaul Kit	47079	776.29
Reeves-Wiedeman Company	Strainer	47080	29.90
Reflective Group	Service	47081	757.09
Reserve Account	Postage	47082	1,200.00
Reynolds Lawn and Leisure	Cylinder	47083	32.86
Ricoh	Copier Lease	47084	280.78
Ricoh	Copier Lease	47085	96.87
Ricoh	Copier Lease	47086	183.90
Ricoh	Copies	47087	136.92
Site One Landscape Supply	Three Way Selective	47088	1,257.34
Standards & Poor's	Analytical Service	47078	11,200.00
Suddenlink	Internet	47090	149.88
Superior Vision	Vision Insurance	47091	641.48

Record of Ordinances

DATE WARRANTS ISSUED:
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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
T&R Electric	Transformer	47092	1,250.00
T Mobile	Service	47093	39.69
Debbie Talley	Memorial Hall Janitorial	47094	375.00
TFM Comm, Inc.	Replace Batteries, Tightened Screws	47095	1,307.14
Training @ Your Place	Computer Set Up	47096	47.50
Tyler Technologies	Computer Maintenance	47097	5,080.01
USD 367 Sport & Fitness Zone	Membership Dues	47098	38.50
Van Wall Equipment	Bearings, Seal, Spring	47099	381.05
Vermeer	8" Edge Shrpn	47100	72.00
Viking Industrial Supply	Paper Supplies	47101	301.36
Walmart	DVD's Brisket, Buns, Crackers	47102	629.25
Winkler, Domoney & Schultz	Municipal Court Judge	47103	2,060.00
Winpro	Towels	47104	209.65
Zep Sales	Towels, Zep 45	47105	358.90
Payroll 01/08/16			120,142.58
Fica 01/08/16			8,691.74
Payroll 01/22/16			91,333.33
Fica 01/22/16			6,481.83
KPERS			20,761.64
			749,315.13
GO	197,380.65		
WTR	66,939.70		
EL	134,788.25		
Emp Ber	167,385.86		
Refuse	100.00		
LIB	155.00		
RF	3,364.89		
IND	1,019.68		
SP&R	99.30		
ST IMP	567.23		
Sewer	28,361.94		
Golf	14,828.40		
TRSM	543.14		
CIP	46,577.00		
CIP-WTF	75,559.09		
EL Bond	11,200.00		
Caf	445.00		
	749,315.13		

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702

PAGE ONE OF 3 PAGES

TO OWNER: City of Osawatimie, Kansas
 P.O. Box 37
 439 Main Street
 Osawatimie, Kansas 66064

PROJECT: Wastewater Treatment Facility Imps.
 Osawatimie, Kansas

APPLICATION NO.: 10
 PERIOD TO: 11/30/2015
 PROJECT NOS.: 2014-058

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM: Ohio Casualty Ins. Co. on behalf of
 Midland Contractors, Inc.
 8350 N Central Expwy Ste 850
 Dallas, TX 75206

VIA ARCHITECT: BG Consultants, Inc.
 4806 Vue Du Lac Place
 Manhattan, Kansas 66503

CONTRACT DATE: 4/24/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM.....\$626,000.00
2. Net change by Change Orders.....\$16,351.75
3. CONTRACT SUM TO DATE (Line 1 ± 2).....\$642,351.75
4. TOTAL COMPLETED & STORED TO DATE.....\$642,351.75
 (Column G on G703)
5. RETAINAGE:
 - a. 5 % of completed work.....\$0.00
 (Columns D + E on G703)
 - b. 0 % of Stored Material.....\$0.00
 (Column F on G703)
 Total retainage (Line 5a + 5b or Total in Column I of G703).....\$0.00
6. TOTAL EARNED LESS RETAINAGE.....\$642,351.75
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$0.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE.....\$632,351.75
 (Line 6 less Line 7)
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....\$10,000.00
 (Line 8 less Line 6)

CONTRACTOR: The Ohio Casualty Insurance Company
 By: Jake Bissell Date: 12/29/2015
 Surety Claims Counsel
 *As Attorney-in-Fact for Midland Contractors, Inc.
 pursuant to General Agreement of Indemnity
 dated December 1, 2010.

State of: TEXAS
 County of: Dallas
 Subscribed and sworn to before me this 29th day of December 2015

Notary Public: Lashanda K. Dixon
 My Commission expires: September 24, 2018



LSD
 Engineer Approval

DATE: 1-3-16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$16,351.75	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$16,351.75	\$0.00
NET CHANGES by Change Order		\$16,351.75

ALA Document 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.
 Wastewater Treatment Facility Imps., Osawatomie, KS

NUMBER: 10
 APPLICATION DATE: 11/30/2015
 PERIOD FROM: 3/21/2015
 TO: 11/30/2015
 PROJECT NUMBER: 2014-058

ITEM No.	DESCRIPTION OF WORK	WORK COMPLETED				TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		SCHEDULED VALUE	Previous Applications	This Application Work In Place	Stored Mat'ls (not in D or E)				
1	Mobilization	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100%	\$0.00	\$0.00
2	Construction Staking	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$0.00
3	Bypass Pumping	\$23,700.00	\$23,700.00	\$0.00	\$0.00	\$23,700.00	100%	\$0.00	\$0.00
4	Finish Grading	\$7,700.00	\$7,700.00	\$0.00	\$0.00	\$7,700.00	100%	\$0.00	\$0.00
	Headworks Building								
5	Headworks Demolition	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$9,100.00	100%	\$0.00	\$0.00
6	Headworks Abandonment	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100%	\$0.00	\$0.00
7	Connect to Existing Water Pipe	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	\$0.00
8	Connect to Existing Sewer	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	100%	\$0.00	\$0.00
9	6" Ductile Iron Pipe	\$6,650.00	\$6,650.00	\$0.00	\$0.00	\$6,650.00	100%	\$0.00	\$0.00
10	6" Ductile Iron Fittings	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00	100%	\$0.00	\$0.00
11	2" PVC Water Pipe	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100%	\$0.00	\$0.00
12	2" PVC Water Pipe Fittings	\$1,320.00	\$1,320.00	\$0.00	\$0.00	\$1,320.00	100%	\$0.00	\$0.00
13	Concrete Channel Improvements	\$25,100.00	\$25,100.00	\$0.00	\$0.00	\$25,100.00	100%	\$0.00	\$0.00
14	Corrosion Protection Lining	\$32,880.00	\$32,880.00	\$0.00	\$0.00	\$32,880.00	100%	\$0.00	\$0.00
15	Channel Equipment	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100%	\$0.00	\$0.00
16	FRP Channel Grating	\$8,236.00	\$8,236.00	\$0.00	\$0.00	\$8,236.00	100%	\$0.00	\$0.00
17	Mechanical Improvements	\$13,500.00	\$13,500.00	\$0.00	\$0.00	\$13,500.00	100%	\$0.00	\$0.00
18	Electrical Improvements	\$120,100.00	\$120,100.00	\$0.00	\$0.00	\$120,100.00	100%	\$0.00	\$0.00
19	Control Improvements	\$8,900.00	\$8,900.00	\$0.00	\$0.00	\$8,900.00	100%	\$0.00	\$0.00
20	HVAC Improvements	\$93,300.00	\$93,300.00	\$0.00	\$0.00	\$93,300.00	100%	\$0.00	\$0.00
21	Headworks Building	\$120,134.00	\$120,134.00	\$0.00	\$0.00	\$120,134.00	100%	\$0.00	\$0.00
	Belt Press Building								
22	Belt Press Building Demolition	\$16,400.00	\$16,400.00	\$0.00	\$0.00	\$16,400.00	100%	\$0.00	\$0.00
23	Mechanical Improvements	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$30,800.00	100%	\$0.00	\$0.00
24	Electrical Improvements	\$22,300.00	\$22,300.00	\$0.00	\$0.00	\$22,300.00	100%	\$0.00	\$0.00
25	Control Improvements	\$6,200.00	\$6,200.00	\$0.00	\$0.00	\$6,200.00	100%	\$0.00	\$0.00
26	Sludge Cake Lean To	\$22,700.00	\$22,700.00	\$0.00	\$0.00	\$22,700.00	100%	\$0.00	\$0.00
27	Concrete Dumpster Pad (6" Thick)	\$6,380.00	\$6,380.00	\$0.00	\$0.00	\$6,380.00	100%	\$0.00	\$0.00
	Change Order #1								
28	Block Color	\$1,122.78	\$1,122.78	\$0.00	\$0.00	\$1,122.78	100%	\$0.00	\$0.00
	Change Order #2								
29	Gate Frame Change	\$735.73	\$735.73	\$0.00	\$0.00	\$735.73	100%	\$0.00	\$0.00
	Change Order #3								
30	Aluminum Covers and Misc.	\$4,615.28	\$4,615.28	\$0.00	\$0.00	\$4,615.28	100%	\$0.00	\$0.00
	Change Order #4								
31	Plumbing, Getter Relo., OH Door Opener	\$3,009.28	\$3,009.28	\$0.00	\$0.00	\$3,009.28	100%	\$0.00	\$0.00
	Change Order #5								
32	DanCo Data Logger	\$3,604.86	\$3,604.86	\$0.00	\$0.00	\$3,604.86	100%	\$0.00	\$0.00
	Change Order #6								

A	B	C	D	E	F	G	H	I	
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications	Work In Place	This Application Stored Mat'ls (not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
33	Pista Chamber Modifications	\$3,263.82	\$3,263.82	\$0.00	\$0.00	\$3,263.82	100%	\$0.00	\$0.00
Contract Summary:		\$642,351.75	\$642,351.75	\$0.00	\$0.00	\$642,351.75	100%	\$0.00	\$0.00

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 11, 2016

AGENDA ITEM: **Contract Award Recommendation for Sidewalk Replacement along Main Street between 1st and 5th Streets and Bleacher Replacement at the Karl E. Cole Sports Complex**

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: In January, the City issued a request for bids to perform sidewalk replacement along Main Street between 1st and 5th Streets and to replace the bleachers at the Karl E. Cole Sports Complex. The bids were opened on February 11, 2016. The bidding of the project included 2 alternates, the sidewalk replacement and the bleacher replacement. The table below summarizes the bids received for each alternate and includes the engineer's opinion of probable costs (EOPCs).

Contractor	Sidewalk Replacement Alternate Bid	Bleacher Replacement Alternate Bid
Kansas Heavy Construction	\$128,198.00	NO BID
Sprouls Construction	\$171,160.00	NO BID
Heartland Seating	NO BID	\$56,654.00
EOPC	\$143,100.00	\$60,000.00

Highlighted amounts indicate the low bid for each alternate

Kansas Heavy Construction was the low bidder for the sidewalk replacement alternate; Heartland Seating was the low bidder for the bleacher replacement alternate. A reference check indicated that both contractors are qualified and capable to successfully complete the respective alternate.

COUNCIL ACTION NEEDED: Review, discuss, and determine which contractor shall be awarded a contract for each alternate.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends awarding the sidewalk replacement alternate to Kansas Heavy Construction in the amount of \$128,198.00. Staff recommends awarding the bleacher replacement alternate to Heartland Seating in the amount of \$56,654.00.

2015 Street Improvements
 Main Street from 1st Street to 5th Street
 Budget Estimates - Concrete Reconstruction

	Aug-14	BG Estimates Apr-15	Jan-16	KC Heavy Jan-16	Sidewalks In Special Round CDBG Project	Sidewalks Bid KC Heavy Feb-16	Total Cost
Contractor							
General Items	\$ 291,000	\$ 139,500	\$ 345,152	\$ 314,338	\$ -	\$ -	\$ 314,338
Storm Water	15,500	159,700	141,110	147,625			147,625
Sidewalks	98,600	113,650	19,210	21,160	112,000	128,198	149,358
Driveways and Aprons	92,500	103,500	143,575	122,177			122,177
Temporary Erosion Control	15,000		5,740	6,800			6,800
Pavement Marking	2,500		10,946	10,014			10,014
Signing	2,500		7,005	3,487			3,487
Pavement	573,600	565,720	584,065	489,413	-	-	489,413
Total Contractor	\$ 1,091,200	\$ 1,082,070	\$ 1,256,803	\$ 1,115,013	\$ 112,000	\$ 128,198	\$ 1,243,211
Other Costs							
10% Contingency	\$ 109,120	\$ 108,207	\$ 125,680	\$ 111,501	\$ -	\$ -	\$ 111,501
Subtotal Construction Cost	\$ 1,200,320	\$ 1,190,277	\$ 1,382,483	\$ 1,226,515	\$ -	\$ -	\$ 1,354,713
Design Engineering	\$ 120,100	\$ 97,600	\$ 97,600	\$ 97,600	\$ -	\$ -	\$ 97,600
Construction Observation	78,065	71,720	71,720	71,720			71,720
Construction Engineering	42,035	28,728	28,728	28,728	\$ -	\$ -	28,728
Subtotal Engineering	\$ 240,200	\$ 198,048	\$ 198,048	\$ 198,048	\$ -	\$ -	\$ 198,048
Grant Administration	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 20,000
Legal Administration	-	5,000	5,000	5,000			5,000
Temporary Financing	-	23,700	23,700	23,700	\$ -	\$ -	23,700
Subtotal Other Costs	\$ 20,000	\$ 48,700	\$ 48,700	\$ 48,700	\$ -	\$ -	\$ 48,700
Total Cost	\$ 1,460,520	\$ 1,437,025	\$ 1,629,231	\$ 1,473,263	\$ 112,000	\$ 128,198	\$ 1,601,461
Grant Funds	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 77,000	\$ 77,000	\$ 477,000
City Share	\$ 1,060,520	\$ 1,037,025	\$ 1,229,231	\$ 1,073,263	\$ 35,000	\$ 51,198	\$ 1,124,461

AGREEMENT TO PROVIDE FIRE AND EMERGENCY SERVICES

MIAMI COUNTY FIRE DISTRICT #1—CITY OF OSAWATOMIE, KANSAS

This AGREEMENT is made and entered into, by and between Miami County Fire District No. 1, hereinafter referred to as DISTRICT, and the City of Osawatomie, Kansas, hereinafter referred to as CITY.

WHEREAS, DISTRICT was established and became operational on January 1, 1976, by Resolution of the Board of County Commissioners of Miami County, Kansas, pursuant to K.S.A. 19-3601 *et seq.*, and:

WHEREAS, said County Commission established a Board of Trustees for the purpose of supervising said DISTRICT, and vested said Board with all powers that were vested in the Commission, pursuant to K.S.A. 19-3612a., and

WHEREAS, the DISTRICT and the CITY have entered into prior agreements for the provision of firefighting and other emergency services provided by the CITY emergency personnel to the DISTRICT, it is the intention of both parties to continue such relationship, pursuant to the terms of this AGREEMENT.

SECTION 1: SEPARATE AND DISTINCT

It is specifically understood and agreed to by the parties to this AGREEMENT that the DISTRICT and the CITY are separate and distinct units of government and, as such, the DISTRICT'S and the CITY'S vehicles, equipment and appurtenances are distinct and separate and shall remain the property of the DISTRICT and/or the CITY at all times. Both parties recognize that in certain circumstances that it might be necessary to use the vehicles and equipment of one party for the other party's benefit and the utilization of such shall not extinguish the separateness and distinction of each party and each party's ownership of its own vehicles and equipment.

SECTION 2: WAIVER OF LIABILITY

It is agreed by the parties to this AGREEMENT, that neither the CITY nor the DISTRICT shall be liable in any way or manner to each other for failure of its emergency personnel to respond to a fire, to extinguish the fire in a timely manner, or for any other act or omission while responding to emergency calls for service. For the purpose of this AGREEMENT, "fire" and "fire call" shall have the same meaning and shall include any dispatch of emergency personnel to a reported fire, accident, or other emergency situation.

SECTION 3: COMMITMENT OF THE FIRE DISTRICT

The DISTRICT hereby agrees and commits itself as follows:

- 1) Furnish fire trucks and other emergency vehicles, firefighting equipment and supplies to be utilized by the CITY while fighting fires within the DISTRICT boundaries.
- 2) Provide Workman's Compensation insurance for the CITY'S firefighters injured while performing official duties for the DISTRICT.
- 3) Provide general liability insurance, naming the CITY as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) that covers all of the DISTRICT'S vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities on behalf of the DISTRICT.
- 4) The DISTRICT will provide a general liability insurance policy, naming the CITY as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) for the use of the CITY's apparatus in non-emergency situations or emergency situations while outside of the CITY.
- 5) DISTRICT will pay the fire fighters quarterly beginning January 1, 2016 as per Section 5 of this AGREEMENT for the following emergency personnel services provided for the DISTRICT by the CITY:
 - a. Fire Chief--\$500 per quarter
 - b. Assistant Fire Chief--\$350 per quarter
 - c. Fire Captain--\$250 per quarter
 - d. Administrative Assistant--\$250 per quarter
 - e. \$30.00 per firefighter per emergency call.
 - f. \$20.00 per firefighter per training session and required meetings. The DISTRICT and the CITY shall each pay for one meeting per month. If only one meeting each shall pay for half of the one meeting. If more than two meetings, the DISTRICT or the CITY will pay for the meeting based upon the topic or reason for the additional meeting.
 - g. \$20.00 per firefighter for duties related to the repair and upkeep of county equipment and apparatus, and vehicle washing/cleaning.

- i. Scheduled maintenance is those items needing routine ongoing attention, so as to maintain the basic function of the vehicle or equipment.
 - ii. Repair services represent maintenance to equipment that is no longer functioning as designed or expected, and which restores equipment to its original operating capacity.
 - iii. Washing/cleaning of vehicles represents the extra cleaning of vehicles that cannot be completed upon return from a call.
 - h. Nothing in this AGREEMENT shall prohibit the Fire Chief from combining officer and administration positions as necessary as long as the total amount paid in accordance with this Section is no greater than the total available for payment in subsections (a) through (d) above, subject to approval by the DISTRICT.
- 6) The DISTRICT will pay fire fighter personnel within 45 days of the end of the quarter using data from Emergency Reporting.
- 7) The DISTRICT will reimburse the CITY for maintenance and repair services by non-firefighter CITY personnel.
- 8) The DISTRICT will assume responsibility for the costs associated with the replacement of parts, oil, fuel, and repairs for the DISTRICT'S equipment.
- 9) The DISTRICT will pay the CITY \$55.00/truck/month for covered and heated rental space at the Osawatomie Fire Station plus \$450 per quarter for the DISTRICT share of the cost of utilities. The payments will be paid quarterly, within the first 45 days of each quarter, as per this sub-section. However, when the CITY provides a different and larger building or increases the current space available to the Fire Department by at least fifty percent of its current covered and heated space to serve as a Fire Station, the monthly rate for rental shall increase to \$65.00/truck/month and the DISTRICT share of utilities will increase to \$4,000 per year. Payments by the DISTRICT outlined in this sub-section must be received within the timeline established in this subsection or the CITY's approved utility bill late fee will be applied to both rental and utility reimbursement payments.

SECTION 4: COMMITMENT OF THE CITY

The CITY hereby agrees and commits to provide firefighting services, emergency and related activities for the DISTRICT within the DISTRICT's designated boundary and further described in Exhibit 1. Said services and activities shall include the following, but shall not be considered an all-inclusive list:

- 1) Provide appropriate emergency personnel to answer fire and other emergency service calls; perform firefighting and related activities as dispatched for the DISTRICT within its designated boundary identified in Exhibit 1.
- 2) The DISTRICT and the CITY recognize the need to enter into mutual and/or automatic aid agreements with other fire service agencies for the purpose of providing mutual support for emergency calls outside of the DISTRICT's designated boundary served by the CITY as identified in Exhibit 1.
- 3) All firefighters responding to calls on behalf of the DISTRICT, except as provided for below, must be Fire Fighter Level 1 certified as evidenced by a copy of their certificate filed with the DISTRICT's Executive Secretary, or documentation of equivalent qualifying experience, as outlined below. Failure to file said certificate may disqualify uncertified firefighter(s) from payment for call, with the exception of a first year firefighter on probation and those firefighters hired prior to April 1, 2015. Within 60 days of the signing of this AGREEMENT, all non-probationary firefighters must have (a) at least a Fire Fighter Level 1 certificate or documentation of equivalent qualifying experience on file with the DISTRICT's Executive Secretary; or (b) have at least three years of experience and must successfully complete all Firefighter 1 level certification skills to be evaluated and documented by the Fire Chief or an officer officially designated by the Fire Chief.
- 4) Operators of the DISTRICT'S vehicles must have completed a driver safety training class. Training classes must meet the DISTRICT'S, the CITY'S, or insurance company of either party's requirements. A copy of the driving certificate for each driver should be given to the DISTRICT's Executive Secretary within 60 days of signing this AGREEMENT.
- 5) Provide general liability insurance, naming the DISTRICT as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) that covers all of the CITY's vehicles, equipment, and personnel while engaged in emergency service calls, training sessions, and other related activities on behalf of the CITY.

- 6) Within 10 calendar days of each calendar quarter end, the Fire Chief, or designated staff, shall have entered and approved all applicable quarterly information in Emergency Reporting, including, but not limited to:
 - a. Number, location, and nature of emergency calls responded to on behalf of the DISTRICT,
 - b. Names and employee identification number of each firefighter responding to emergency calls,
 - c. Names and employee identification number of each firefighter who attended authorized training sessions; and
 - d. Names and employee identification number of personnel providing cleaning, maintenance, and description of maintenance performed to the DISTRICT equipment.
- 7) The City Manager of the CITY, or his or her designee, shall meet as necessary with the DISTRICT Chairperson to discuss the conditions, concerns, issues, and relationships of the parties as they relate to the administration of the provisions of this AGREEMENT. In addition, the City Manager shall invite the Chairperson of the DISTRICT or his/her representative to participate in the selection process of the fire chief or assistant fire chief as a means of assuring that candidates for those positions have a full understanding of rural firefighting techniques and the requirements of this AGREEMENT. Additionally, at the request of either the DISTRICT or the CITY, the parties shall meet to review all reports and invoices submitted under this AGREEMENT.
- 8) Provide a current roster of eligible firefighters by name and employee identification number quarterly to the DISTRICT Executive Secretary. Any roster changes should be provided to the DISTRICT Executive Secretary within 5 days of change.
- 9) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of any injuries or deaths suffered by firefighters while responding to any emergency calls on behalf of the DISTRICT.

- 10) Report to the DISTRICT as soon as reasonably possible, but no later than 24 hours, after the occurrence of:
- a. All accidents that occur while the CITY'S emergency personnel are in the process for providing firefighting and emergency services to the DISTRICT;
 - b. Any damage or destruction of vehicles or equipment supplied by the DISTRICT;
and
 - c. Results of drug and alcohol testing for individuals involved in either (a) or (b) above, as soon as it is available.
- 11) Within 30 days of calendar year end, provide an annual inventory to the DISTRICT of all trucks, equipment, and supplies that are considered assets with a cumulative value exceeding one hundred dollars (\$100.00) that have been furnished by the DISTRICT.
- 12) The CITY will provide a general liability insurance policy, naming the DISTRICT as additional insured, in the minimum amount of one million dollars (\$1,000,000.00) for the use of DISTRICT'S apparatus in non-emergency situations or emergency situations while in the City of Osawatomie.

SECTION 5: RENEWAL OF AGREEMENT

This AGREEMENT shall be automatically renewed and extended on January 1st of each year for one year from the date of signing this AGREEMENT. Notice of non-renewal must be received in writing at least 90 days prior to the renewal date of the AGREEMENT. Said notice shall be delivered to the DISTRICT Board President in the event the CITY requests termination of the AGREEMENT, and said notice shall be delivered to the CITY, via the City Clerk, in the event the DISTRICT requests termination of the AGREEMENT.

Requests for revisions or amendments to this AGREEMENT must be submitted in writing to either party for consideration. Requests for amendments or revisions submitted to the DISTRICT by the CITY must be presented to the DISTRICT Board President or the DISTRICT Board Executive Secretary by the CITY. Requests for amendments or revisions submitted to the CITY by the DISTRICT must be presented to City Manager and City Clerk by the DISTRICT.

The DISTRICT and the CITY do hereby agree this AGREEMENT shall be effective January 1, 2016. Further, the DISTRICT and the CITY understand that upon signing of this AGREEMENT, all past, real, or perceived debts/claims/etc. that CITY may have had against DISTRICT more than 365 days prior to the execution of this AGREEMENT shall be null and void.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers the day and year below written.

ENTERED INTO AND EXECUTED THIS 11TH DAY OF FEBRUARY, 2016.

Mark Govea, Mayor
City of Osawatomie, KS

Fred Miller, President
Miami County Fire District No. 1

Attested by:

Tammy Seamands, City Clerk
City of Osawatomie, Kansas

Betty Town, Executive Secretary
Miami County Fire District No. 1



Contract for Services Agreement

This agreement is made effective as of February 1, 2016, by and between Maxim Golf Solutions LLC, hereinafter "Maxim Golf", and the City of Osawatomie, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter "Osawatomie".

In this agreement, the party who is contracting to receive services shall be referred to as "Osawatomie", and the party who will be providing the services shall be referred to as "Maxim Golf".

Maxim Golf has a background in golf course management and consulting and is willing to provide services to Osawatomie based on this background.

Osawatomie desires to have services provided by Maxim Golf.

1. DESCRIPTION OF SERVICES. Beginning on February 1, 2016, Maxim Golf will provide the following services (collectively, the "Services"):

- A. Oversight of all golf operations including but not restricted to: Golf shop operations, grounds maintenance, sales and marketing, staffing, purchasing, IT, reporting, tracking, and all other day to day functions.
- B. Assisting staff with the development of a business plan, service manual, annual comprehensive operating budget and 5-year Capital Improvement Plans.
- C. Attendance at all Osawatomie Golf Course Advisory Committee meetings and City Council meetings as required by the City Council or City Manager.
- D. Representation at Osawatomie community functions pertinent to the advancement of golf course performance.
- E. Collaboration of Maxim Golf relationships and products for the purpose of creating reciprocal agreements and other productive means of rounds and revenue growth.
- F. On-sight weekly to bi-weekly presence of Maxim Golf personnel for control, training, and daily performance of golf operation needs and functions.
- G. Monthly Performance Reports to be submitted to the City Manager by the 15th of the following month.
- H. Other General Manager services as required by the City Manager.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Maxim Golf shall be determined by Maxim Golf in collaboration with Osawatomie. It is understood that Maxim Golf partners will spend on

average at least one to two days on site every two weeks for the life of the contract. It is also understood that Osawatomie will rely on Maxim Golf partners to work as many hours as are reasonably necessary to fulfill Maxim Golf's obligations under this agreement.

3. PAYMENT. Osawatomie will pay a fee to Maxim Golf for the Services in the amount of \$1,250.00 (one thousand two hundred fifty dollars) per month. This payment shall be made to Maxim Golf on the first day of each month for services provided for the upcoming month.

4. EXPENSE REIMBURSEMENT. Osawatomie shall reimburse Maxim Golf for all approved expenses incurred by Maxim Golf for supplies, materials, and other goods and services provided to Osawatomie by Maxim Golf. Osawatomie City Manager shall determine what expenses are approved.

5. TERM/TERMINATION. This agreement shall be for a term of 12 (twelve) months. Either party shall have the right to terminate at the end of the initial term by providing written notice of termination not less than ninety days prior to expiration of the initial term. After the first 12 (twelve) months either party may terminate by providing notice of termination not less than ninety days prior to termination. Unless terminated earlier by either party, this agreement shall terminate automatically after 24 (twenty-four) months upon completion by Maxim Golf of services provided by this Agreement, unless the parties shall mutually agree to extend the agreement for an additional term.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Maxim Golf is an independent contractor with respect to Osawatomie, and not an employee of Osawatomie. Osawatomie will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Maxim Golf.

7. DISCLOSURE. Maxim Golf is required to disclose any outside activities or interests, including ownership or participation in the development of any prior or future golf course operations that conflict or may conflict with the best interests of Osawatomie. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the day to day operations or long-term success and viability of the Osawatomie golf course.

8. EMPLOYEES/PARTNERS OF MAXIM GOLF. Employees and Partners of Maxim Golf who perform services for Osawatomie under this Agreement shall also be bound by the provisions of this Agreement. At the request of Osawatomie, Maxim Golf shall provide adequate evidence that such persons are Maxim Golf's Employees or Partners.

9. EMPLOYEES OF OSAWATOMIE. Maxim Golf will be responsible for the supervision of all employees of the Osawatomie Golf Course in accordance with all applicable federal and state laws, as well as the ordinances, and personnel policies and regulations of the City of Osawatomie, Kansas. The final authority for hiring and firing of employees resides with the City Manager of Osawatomie; however, Maxim Golf will be responsible for making recommendations to the City Manager for any personnel actions.

10. CITY POLICIES AND REGULATIONS. Maxim Golf shall be responsible for following all applicable federal and state laws, as well as the ordinances, operating and all policies and regulations, of the City of Osawatomie, Kansas. All financial transactions shall be made in

accordance with the City's financial policies unless otherwise specified by this Agreement or amendments thereto.

11. INJURIES. Osawatomie acknowledges their obligation to obtain and maintain appropriate insurance coverage for the benefit of Osawatomie and Osawatomie's employees, if any. Osawatomie waives the right to recovery from Maxim Golf for any injuries or damages that Osawatomie or Osawatomie's employees may sustain or cause while performing services under this Agreement and that are a result of the negligence of Osawatomie or Osawatomie's employees.

12. INDEMNIFICATION. Maxim Golf agrees to indemnify and hold harmless Osawatomie from all claims, losses, expenses, fees including attorney fees, costs, or judgments that may be asserted against Maxim Golf that result from the acts or omissions of Maxim Golf, Maxim Golf's employees, if any, and Maxim Golf's agents.

Osawatomie agrees to indemnify and hold harmless Maxim Golf from all claims, losses, expenses, fees including attorney fees, costs, or judgments that may be asserted against Osawatomie that result from the acts or omissions of Osawatomie, Osawatomie's employees, if any, and Osawatomie's agents.

13. ASSIGNMENT. Osawatomie's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of Maxim Golf.

14. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends" that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social median networks) used or created on behalf of Osawatomie are the property of Osawatomie.

15. CONFIDENTIALITY. Osawatomie recognizes that Maxim Golf has and will have the following information:

Osawatomie golf course financials, employment records, vendor account records, A/R and A/P records, lease agreement records, customer records, and all other proprietary records necessary for the operation of Osawatomie golf course (collectively, "Information") which are valuable, special and unique assets of Osawatomie and need to be protected from improper disclosure. In consideration for the disclosure of the information, Maxim Golf agrees that Maxim Golf will not at any time or in any manner, either directly or indirectly, use any Information for Maxim Golf's own benefit, or divulge, disclose, or communicate in any manner any Information to a third party without prior written consent of Osawatomie. Maxim Golf will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

16. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

17. NON-COMPETE AGREEMENT. Maxim Golf agrees and covenants that for the term of this Agreement and for a period of twenty-four months following the termination of this Agreement, whether such termination is voluntary or involuntary, Maxim Golf will not directly

or indirectly engage in any business competitive with Osawatomie without prior written consent by Osawatomie. This covenant shall apply to the geographical area of 25 (twenty-five) miles from Osawatomie. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such a business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Osawatomie for the benefit of a third party that is engaged in such business.

18. RETURN OF RECORDS. Upon termination of this Agreement, Maxim Golf shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Maxim Golf's possession or under Maxim Golf's control and that are Osawatomie's property or relate to Osawatomie's business.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

20. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

21. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

23. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Kansas.

24. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume.

25. ASSIGNMENT. Maxim Golf agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Maxim Golf with, or its merger into, any other corporation, or the sale by Maxim Golf of all or substantially all of its properties or assets, or the assignment by Maxim Golf of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall

be binding upon and shall insure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

26. SIGNATORIES. This Agreement shall be signed on behalf of Maxim Golf Solutions by Bryan Minnis, its Chief Executive Officer, and on behalf of the City of Osawatomie by L. Mark Govea, its Mayor, both of whom have been authorized by their respective entities to approve this Agreement. The Agreement shall be effective as of the date first above written.

Signed by:

CITY OF OSAWATOMIE

L. Mark Govea, Mayor

Date

MAXIM GOLF SOLUTIONS

Brian Minnis, Chief Executive Officer

Date

CITY OF OSAWATOMIE



STAFF AGENDA MEMORANDUM

DATE OF MEETING: February 11, 2016

AGENDA ITEM: Purchase of New Utility Task Vehicle (UTV) for Parks and Facilities Division

PRESENTER: Blake Madden, Director of Public Works and Utilities

ISSUE SUMMARY: Funding for the replacement of the Parks and Facilities Division's John Deere Gator is scheduled in the CIP for next year. Bill Roseberry, the City's Superintendent of the Parks and Facilities Division, has requested that the Gator be replaced this year. The need to purchase a UTV has become a priority for the following reasons:

- Transport pipeline video inspection system for inspection of the levee's interior drainage pipes
- Dependable vehicle for park & cemetery maintenance
- Respectable vehicle to be used for events

Mower replacement is scheduled in the CIP for this year in the amount of \$20,000. Staff would like to use a portion of this funding to purchase the new UTV. Next year's funding for the replacement of the Gator would then be applied towards mower replacement.

On January 12, 2016, the City issued a request for bid to area UTV dealerships. On February 3, 2016, the sealed bids were opened. The following table summarizes the bids received:

Dealership	Vehicle Year, Make, and Model	Bid
Austin Sales	2014 Polaris Brutus HD	\$17,500.00
Freedom Cycles	2016 Polaris Ranger HST	\$13,508.00
Heritage Tractor	2016 John Deere 855D	\$14,150.00
McConnell Machinery	2016 Kubota RTV-X900W-H	\$11,901.00
Romans Outdoor Power	2016 Kubota RTV-X900W-H	\$11,988.00

The low bid was received from McConnell Machinery for \$11,901.00 on a 2016 Kubota RTV-X900W-H.

The Parks and Facilities Division anticipates using the remaining mower replacement funds in the CIP to replace one mower in the near future.

COUNCIL ACTION NEEDED: Review, discuss, and determine whether to approve the purchase, and if so, which UTV should be purchased.

STAFF RECOMMENDATION TO COUNCIL: Staff recommends purchase of the 2016 Kubota RTV-X900W-H from the low bidder, McConnell Machinery.

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

REQUEST FOR BID

UTILITY VEHICLE

The City of Osawatomie is soliciting bids for the purchase of a new utility vehicle.

SPECIFICATIONS

4-cycle diesel engine; 3-cylinders; minimum 20 horsepower; minimum 40ft-lbs torque	
Variable hydrostatic transmission; 2WD and 4WD with locking rear differential	
Full hydrostatic power steering	Maximum vehicle weight of 2000 pounds
Sealed hydraulic disc brakes	Minimum fuel tank capacity of 7 gallons
Independent front suspension	Spark arresting muffler
Heavy-duty worksite tires	Minimum 55 amp alternator
Minimum ground clearance of 10 inches	Hydraulic cargo bed dump
Minimum payload capacity of 1500 pounds	Minimum cargo bed load of 1100 pounds
Minimum towing capacity of 1000 pounds	Seat belts

Year, Make, and Model: _____

Purchase Price (USD): _____

Delivery Date: _____

Contact Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Deadline for Bids: 2:00 P.M., Wednesday, February 3, 2016

Mark Envelope: UTILITY VEHICLE BID

All bids must be submitted on this form.

RETURN SEALED BIDS TO: CITY OF OSAWATOMIE
 CITY CLERK
 439 Main Street
 P.O. Box 37
 Osawatomie, KS 66064

If you have any questions, please contact Bill Roseberry at 913-755-4525 or broseberry@osawatomieks.org.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS