

OSAWATOMIE CITY COUNCIL
MEETING/WORK SESSION AGENDA
February 11, 2016
6:30 p.m., Memorial Hall

Regular Meeting

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
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. Adjournment

Work Session

1. Call to Order
2. Roll Call
3. Work Session Item
 - A. Discuss Tax Lid
4. Adjournment of Work Session

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

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
Armcor Cartridge, Inc.	Ammunition	47046	824.50

Record of Ordinances

DATE WARRANTS ISSUED:
January 31, 2016

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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 Soilite, 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

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

PROJECT: Wastewater Treatment Facility Imps.
Osawatomie, Kansas

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

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

CONTRACTOR FOR: _____

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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.

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 (Columns D + E on G703)..... \$0.00
 b. 0 % of Stored Material (Column F on G703)..... \$0.00
 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 (Line 6 from prior Certificate)..... \$632,351.75
8. CURRENT PAYMENT DUE..... \$10,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)..... \$0.00

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

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.

CONTRACTOR: The Ohio Casualty Insurance Company*
 By: Jake Bissell Date: 12/29/2015
Jake Bissell 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 26, 2018

[Signature]
 Engineer Approval

1-3-16
 DATE

[Signature]
 Owner Approval

DATE

ATA 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	SCHEDULED VALUE	WORK COMPLETED			COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			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
5	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
22	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
28	Block Color	\$1,122.78	\$1,122.78	\$0.00	\$0.00	\$1,122.78	100%	\$0.00	\$0.00
29	Gate Frame Change	\$735.73	\$735.73	\$0.00	\$0.00	\$735.73	100%	\$0.00	\$0.00
30	Aluminum Covers and Misc.	\$4,615.28	\$4,615.28	\$0.00	\$0.00	\$4,615.28	100%	\$0.00	\$0.00
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
32	DanCo Data Logger	\$3,604.86	\$3,604.86	\$0.00	\$0.00	\$3,604.86	100%	\$0.00	\$0.00



Maxim Golf Solutions

Contract for Services Agreement

This agreement is made effective as of February 1st, 2016, by and between Maxim Golf Solutions LLC, [hereinafter "Maxim Golf"] and the City of Osawatomie, a municipal corporation organized an 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 General Manager services provided by Maxim Golf.

1. DESCRIPTION OF SERVICES. Beginning on February 1st, 2016, Maxim Golf will provide the following General Manager 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. 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 one to two days on site every week for the first six weeks and at least one to two days on site every two weeks thereafter 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 an initial 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 24 (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, edits, 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

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.