

OSAWATOMIE CITY COUNCIL  
AGENDA  
June 13, 2019  
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. June 13th Agenda
  - B. City Council Minutes May 9, 2019
  - C. Fireworks Sales Permit – Dale & Jo’s
  - D. Fireworks Sales Permit – Eddie’s Fireworks
  - E. Special Event Permit – TriKo
  - F. Pay Application – Tyler Technologies – Police/Court - \$29,940.50
  - G. Pay Application – JEO – Electric Generation - \$7,834.00
6. Comments from the Public

*Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Presentations & Proclamations
8. Public Hearings
9. Unfinished Business
  - A. Proposal to Sell Grocery Store Equipment
10. New Business
  - A. Electric Shop Fence Bids
  - B. Proposal for Sale of City Properties
  - C. 2020 CIP & Budget Priorities Workshop
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Reports
14. Executive Session
15. Other Discussion/Motions
16. Adjourn

*NEXT MEETING – Wed., June 26, 2019 (moved for parade)*

Osawatomie, Kansas. **May 9, 2019.** 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, Diehm, Hampson (left at 6:50p.m. and returned at 7:28p.m.), LaDuex, Leaver, Macek, Walmann and Wright. No one was absent. City Staff present at the meeting were: City Manager Don Cawby, City Clerk Tammy Seamands, City Attorney Dick Wetzler, Chief of Police Dave Ellis, Police Corporal Ryan Schultz, Building Official Ed Beaudry and Jennifer McDaniel Media Coordinator. Members of the public were: George Hall, Pastor Katherine Swan, Robert Swan, Doug Walker and Doug Carder with Miami County Republic.

**INVOCATION.** Katheryn Swan

**CONSENT AGENDA.** Approval of May 9<sup>th</sup> Agenda; April 11<sup>th</sup> and April 25<sup>th</sup> Minutes; Register Report 2019-03 ; Annual Fireworks Permit – City of Osawatomie ; Pay Application – Tyler Technologies – Police/Court - \$6,030.63 and Pay Application – JEO – Electric Generation - \$112.50. **Motion** made by LaDuex, seconded by Dickinson to Approve the Consent Agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.**

George Hall, Greely KS, received a letter from the department of motor vehicles after a vehicle accident that occurred at sonic in town. Stated that the recordings of him speaking to the Chief of Police regarding the incident does not match up to the police reports taken at the accident. Would like for the city to listen to the recordings that he has of these conversations.

**PRESENTATIONS & PROCLAMATIONS.** None.

**PUBLIC HEARINGS.** None.

**UNFINISHED BUSINESS.** None.

**NEW BUSINESS.**

**TRAIL PROPERTY.** City Manager Cawby reviewed requests recommended from the Trail Task Force Committee. Councilman Hampson stepped out due to a conflict of interest with his employer and a contractor that submitted a bid for work on the trail. The Task Force Committee is requesting the construction of the trail to be exempt from the bidding process. This request is due to Hall's being the company that has done preliminary design work and funds that have been raised for the trail.

**Motion** made by LaDuex, seconded by Dickinson to Approve the Purchase of Ross Property which include Closing Costs, Survey and Title Work. Yeas: All.

**Motion** made by LaDuex, seconded by Wright to Authorize the City to Spend Money Raised by the TaskForce to Hall's Bobcat Service up to \$87,000 to Extend the Trail as Specified in Hall's Bid. Yeas: All.

## **COUNCIL REPORTS.**

Dan Macek ~ Shelter house at the lake was sandblasted and all of the graffiti is off.

Jeff Walmann ~ Task force has been working hard and done a lot of work.

Karen LaDuex ~ Still has pancake tickets for sale for alumni weekend.

Nick Hampson ~ Asked Chief Ellis about the replacement of the guns, Chief stated they are backordered.

**MAYOR'S REPORT.** None.

## **CITY MANAGER & STAFF REPORTS.**

Next council meeting will be a work session possibly.

Spoke with developrs regarding the Northland property.

Utility bills went out today after running into software problems between old system and new system.

Trash collection charges will go onto the utility bills beginning on June 30<sup>th</sup> and will only be for residential.

## **EXECUTIVE SESSION.**

**Motion** made by LaDuex, seconded by Dickinson to go into executive session for Attorney-Client Matters from 7:40 – 7:50 pm including the City Manager, City Attorney and Building Official. Yeas: All. No Action Taken.

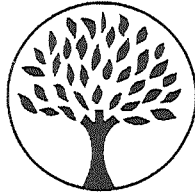
**Motion** made by Hampson, seconded by Dickinson to go into executive session for Attorney-Client Matters from 8:00 – 8:10 pm. Yeas: All. No Action Taken.

## **OTHER DISCUSSION/MOTIONS.**

**Motion** made by Dickinson , seconded by LaDuex to adjourn. Yeas: All. Mayor declared the meeting adjourned at 7:42 p.m.

/s/ Ashley Kobe  
Ashley Kobe, Executive Assistant

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

L. Mark Govea, Mayor

2019

APPLICATION FOR FIREWORKS STAND PERMIT

Name of Stand: Dale & Jo's Fireworks

Location of Stand: 1306 6<sup>th</sup> St. of Storage: \_\_\_\_\_

Applicant's Name: Jo Shaw

Address: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Fed ID #: F481037214 State of KS Tax ID #: 004-XXXXX8701F01

I understand and agree to follow the laws of the State of Kansas and the Ordinances of the City of Osawatomie. I have received a copy of the City of Osawatomie Code 2010, Chapter 7, Article 3. The application fee does not guarantee issuance of a permit. Final approval is subject to inspection approval at the time of setup.

Applicant's Signature: \_\_\_\_\_ Date: 05.06.19

Applications for the sale of fireworks shall be filed with the City Clerk between January 1 & May 31 of the year in which the permit is to be effective. Upon submittal of the application with the permit fee, the City Council will consider the application for approval at their next regularly scheduled meeting. However, all necessary documents must be received by the Deputy City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31<sup>st</sup> deadline. Those documents are listed below in bold.

FOR OFFICE USE ONLY (Stand Fee \$1,000)

Date of Application: 05-10-19 Receipt #: 287 Check #: 5334

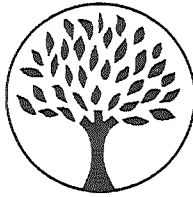
\*on file\*  
\*on file\*  
n/a  
n/a  
n/a  
n/a

- Drawing**
- Certificate of Insurance - City of Osawatomie MUST be named as ADDITIONAL INSURED**
- If located in a tent, proof of flame retardant.**
- Letter of permission from property owner (if applicable).**
- Letter of permission from property owner of structures, etc. within 50' (if applicable).**
- Electricity Temporary Hookup** Rcpt #: n/a Check #: n/a

\_\_\_\_\_  
Council Approval Date  
\_\_\_\_\_  
Endorsement of Chief of Police, Fire Chief, Utility Distribution Supervisor & Building Official  
(Inspection sheet attached)  
\_\_\_\_\_  
Permit Approved by Deputy City Clerk Signature: \_\_\_\_\_



# 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

L. Mark Govea, Mayor

2019

## APPLICATION FOR FIREWORKS STAND PERMIT

Name of Stand: Eddie's Fireworks LLC

Location of Stand: 504 Oscar St. of Storage: \_\_\_\_\_

Applicant's Name: Adam and Karyn Shay

Address: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Fed ID #: \_\_\_\_\_ State of KS Tax ID #: 004-812706598

I understand and agree to follow the laws of the State of Kansas and the Ordinances of the City of Osawatomie. I have received a copy of the City of Osawatomie Code 2010, Chapter 7, Article 3. The application fee does not guarantee issuance of a permit. Final approval is subject to inspection approval at the time of setup.

Applicant's Signature: Karyn Shay Date: 5.15.19

Applications for the sale of fireworks shall be filed with the City Clerk between January 1 & May 31 of the year in which the permit is to be effective. Upon submittal of the application with the permit fee, the City Council will consider the application for approval at their next regularly scheduled meeting. However, all necessary documents must be received by the Deputy City Clerk at least 5 working days before a Council meeting if wanting approval before the May 31<sup>st</sup> deadline. Those documents are listed below in bold.

FOR OFFICE USE ONLY (Stand Fee \$1,000)

Date of Application: 5/20/19 Receipt #: 1305 Check #: 1194

- X **\*on file\***
- X **\*on file\***
- na
- X

- Drawing**
- Certificate of Insurance - City of Osawatomie MUST be named as ADDITIONAL INSURED**
- If located in a tent, proof of flame retardant.**
- Letter of permission from property owner (if applicable).**
- Letter of permission from property owner of structures, etc. within 50' (if applicable).**
- Electricity Temporary Hookup** Rcpt #: 1306 Check #: 1195

\_\_\_\_\_  
Council Approval Date

\_\_\_\_\_  
Endorsement of Chief of Police, Fire Chief, Utility Distribution Supervisor & Building Official  
(Inspection sheet attached)

\_\_\_\_\_  
Permit Approved by Deputy City Clerk      Signature: \_\_\_\_\_



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

# SPECIAL EVENTS PERMIT APPLICATION

**Department Use Only**

Date Filed: 05/14/19  
Event Deposit  
Date Paid: \_\_\_\_\_  
\$50 Permit Fee  
Date Paid: \_\_\_\_\_  
\$25 State Permit  
Date Paid: \_\_\_\_\_

1. NAME OF APPLICANT AND/OR ORGANIZATION: <u>Tri-Ko, Inc.</u>		
2. CONTACT PHONE # AND EMAIL (OPTIONAL): <u>913-755-3025 valorie_davidson@tri-ko.com</u>		
3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <u>Food Truck</u>		
4. MAILING ADDRESS OF APPLICANT/ORGANIZATION: <u>301 1<sup>st</sup> Street Osawatomie, Ks. 66064</u>	5. ADDRESS/LOCATION OF SPECIAL EVENT: <u>Same address</u>	
6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN: <u>06/14/19      11:00 AM - 2:00 PM</u>		
7. ENTRY TO EVENT: FEE YES ___ NO <input checked="" type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> OR PRIVATE ___	8. STREET CLOSURE: YES ___ NO <input checked="" type="checkbox"/> IF YES, TIME OF CLOSURE REQUIRED: _____	9. # OF EXPECTED ATTENDING: <u>100+</u>
10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES ___ NO <input checked="" type="checkbox"/> WILL CMB BE SOLD AT THE EVENT? YES ___ NO <input checked="" type="checkbox"/> WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THRID PARTY? YES ___ NO <input checked="" type="checkbox"/> IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED _____		
11. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT: YES ___ NO ___ IF YES, NAME OF INSURANCE COMPANY, AGENT AND AMOUNT OF COVERAGE: <u>Philadelphia Insurance Companies      \$1,000,000.00</u>		
<b>STATEMENT OF APPLICANT</b>		
I HAVE REVIEWED THIS APPLICTION 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		DATE <u>05/14/19</u>
PERMIT APPLICATION: APPROVED _____ DENIED _____		DATE OF DECISION: _____
COMMENTS: _____ _____ _____		

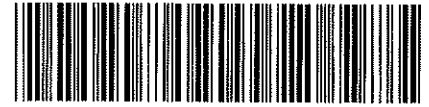


**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-258737	05/15/2019	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: City of Osawatomie  
 PO Box 37  
 Osawatomie, KS 66064

Ship To: City of Osawatomie  
 PO Box 37  
 Osawatomie, KS 66064

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44137	95888	2018-0088	USD	NET45	06/29/2019

Date	Description	Units	Rate	Extended Price
Apr 29 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-Production assistance - RMS, CAD, Property Room, Mobile CAD, etc	8	125.00	1,000.00
Apr 30 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-Production assistance - RMS, CAD, Property Room, Mobile CAD, etc	12	125.00	1,500.00
May 1 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-Production assistance - RMS, CAD, Property Room, Mobile CAD, etc	12	125.00	1,500.00
May 2 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-Production assistance - RMS, CAD, Property Room, Mobile CAD, etc	8	125.00	1,000.00
May 3 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-Production assistance - RMS, CAD, Property Room, Mobile CAD, etc	4	125.00	500.00
Mar 19 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Airfare	1	462.66	462.66
Mar 19 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Airfare	1	8.53	8.53
Apr 28 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Taxi/Car Service	1	45.34	45.34
May 2 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Auto Rental - Gas	1	36.91	36.91
May 3 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Auto Rental - Gas	1	25.69	25.69
May 3 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Auto Rental	1	313.74	313.74
May 3 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Taxi/Car Service	1	47.37	47.37
May 4 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Hotel/Lodging	1	793.93	793.93
May 6 2019	Floyd Harris OSAWATOMIE, KS 2018-0088 - Courts -Justice Incode Court-Configuration - Court Case Management-R	4	125.00	500.00
May 7 2019	Floyd Harris OSAWATOMIE, KS 2018-0088 - Courts -Justice Incode Court-Configuration - Court Case Management-R	4	125.00	500.00
May 8 2019	Floyd Harris OSAWATOMIE, KS 2018-0088 - Courts -Justice Incode Court-Configuration - Court Case Management-R	4	125.00	500.00
May 9 2019	Floyd Harris OSAWATOMIE, KS 2018-0088 - Courts -Justice Incode Court-Configuration - Court Case Management-R	4	125.00	500.00
May 10 2019	Floyd Harris OSAWATOMIE, KS 2018-0088 - Courts -Justice Incode Court-Configuration - Court Case Management-R	8	125.00	1,000.00

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 Order your checks and forms from  
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Subtotal	10,234.17
Sales Tax	0.00
Invoice Total	10,234.17

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<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
130-6930	06/01/2019	1 of 1

**Questions:**  
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 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com



Bill To: CITY OF OSAWATOMIE  
 Tammy Seamands  
 P.O. BOX 37  
 OSAWATOMIE, KS 66064

**RECEIVED JUN 06 2019**

Ship To: CITY OF OSAWATOMIE  
 Tammy Seamands  
 P.O. BOX 37  
 OSAWATOMIE, KS 66064

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44137	5232		USD	NET30	07/01/2019

Date	Description	Units	Rate	Extended Price
Contract No.: OSAWATOMIE, KS				
	CAD (1 dispatcher seat included) - Maintenance	1	2,750.00	2,750.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Dispatcher (additional seats) - Maintenance	1	550.00	550.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Base RMS System - Maintenance	1	3,300.00	3,300.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Case Management & Events - Maintenance	1	1,155.00	1,155.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Property Room - Maintenance	1	825.00	825.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	System Administration Training	1	0.00	0.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Interface Incode Public Safety Recods Mgmt System	1	0.00	0.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Personnel - Maintenance	1	550.00	550.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			

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 tylerbusinessforms.com to guarantee  
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Subtotal	9,130.00
Sales Tax	0.00
Invoice Total	9,130.00





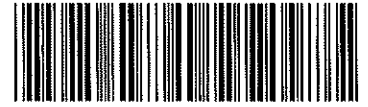
**Remittance:**  
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130-6772	06/01/2019	1 of 1

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 Tyler Technologies - Public Safety  
 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com



Bill To: CITY OF OSAWATOMIE  
 Tammy Seamands  
 P.O. BOX 37  
 OSAWATOMIE, KS 66064

Ship To: CITY OF OSAWATOMIE  
 Tammy Seamands  
 P.O. BOX 37  
 OSAWATOMIE, KS 66064

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
44137	5162		USD	NET30	07/01/2019

Date	Description	Units	Rate	Extended Price
Contract No.: OSAWATOMIE, KS				
	Brazos eCitation Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			
	Brazos eCitation Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			
	Brazos Court Case Management System Interface - Annual Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			
	Brazos eCitation Rapid Extension Framework-PDA (6)	1	1,103.13	1,103.13
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			

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Subtotal	1,103.13
Sales Tax	0.00
Invoice Total	1,103.13

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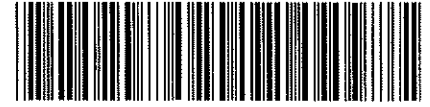
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<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-259322	06/01/2019	1 of 1

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 PO Box 37  
 Osawatomie, KS 66064

Ship To: City of Osawatomie  
 PO Box 37  
 Osawatomie, KS 66064

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
44137	108642		USD	NET30	07/01/2019

Date	Description	Units	Rate	Extended Price
Contract No.: OSAWATOMIE, KS				
	Criminal Court Case Management - Maintenance	1	1,100.00	1,100.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Court Incode Web Services/API - Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			
	Cashiering - Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			
	Output Director	1	825.00	825.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Tyler Court Case Management Interface (Cistation & Warrants)	1	0.00	0.00
	Maintenance Start: 01/Jul/2019, End: 30/Jun/2020			
	Tyler Content Manager Standard Edition -TCM SE - Maintenance	1	1,605.00	1,605.00
	Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			

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 tylerbusinessforms.com to guarantee  
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Subtotal	3,530.00
Sales Tax	0.00
Invoice Total	3,530.00



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

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<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
025-257886	05/01/2019	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



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 PO Box 37  
 Osawatomie, KS 66064

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 PO Box 37  
 Osawatomie, KS 66064

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44137	95888	2018-0088	USD	NET45	06/15/2019

Date	Description	Units	Rate	Extended Price
Apr 22 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-EndUser Training and Go-live Production assistance - RMS, CAD, Property Room, Mobile CAD	7	125.00	875.00
Apr 23 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-EndUser Training and Go-live Production assistance - RMS, CAD, Property Room, Mobile CAD	7	125.00	875.00
Apr 24 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-EndUser Training and Go-live Production assistance - RMS, CAD, Property Room, Mobile CAD	7	125.00	875.00
Apr 25 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-EndUser Training and Go-live Production assistance - RMS, CAD, Property Room, Mobile CAD	7	125.00	875.00
Apr 26 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Incode Public Safety-EndUser Training and Go-live Production assistance - RMS, CAD, Property Room, Mobile CAD	4	125.00	500.00
Mar 19 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Airfare	1	429.66	429.66
Mar 19 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Airfare	1	8.53	8.53
Apr 21 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Taxi/Car Service	1	43.60	43.60
Apr 26 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Diem US Rates	Per 4.4	55.00	242.00
Apr 26 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Rental - Gas	Auto 1	17.88	17.88
Apr 26 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Rental - Gas	Auto 1	46.35	46.35
Apr 26 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Rental	Auto 1	313.74	313.74
Apr 26 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Taxi/Car Service	1	47.51	47.51
Apr 27 2019	Clark Nethers OSAWATOMIE, KS 2018-0088 - Public Safety Suite Hotel/Lodging	1	793.93	793.93

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	5,943.20
Sales Tax	0.00
Invoice Total	5,943.20

Page 10

June 6, 2019

City of Osawatomie, KS  
Attn: Don Cawby, City Manager  
PO Box 37  
Osawatomie, KS 66064

RE: Osawatomie, Kansas  
12 MW Generation Capacity Improvements  
JEO Project No. 141554

Dear Don:

JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the following item to be discussed at the next regularly scheduled City council meeting:

1. JEO received a request for payment from KwiKom Communications (KwiKom) to provide the necessary materials, labor, equipment, and tools to complete the fiber optic connections at the 7<sup>th</sup> and 9<sup>th</sup> Street Substations. The amount for which KwiKom is requesting is reasonable and JEO recommends paying the invoice, included, in the amount of \$7,834.00. The invoice shall be budgeted equally to both the 7<sup>th</sup> Street and 9<sup>th</sup> Street Substation projects.

If you have any questions and/or concerns do not hesitate to contact me at (402) 360-0217.

Respectfully submitted,



Matt E. Kalin, PE  
Project Engineer

MEK:skw  
Enclosure



800 W Miller Rd  
 Iola, Kansas 66749-1604  
 800-379-7292

# INVOICE

Page 1 of 2

City Clerk  
 City of Osawatomie  
 PO Box 37  
 Osawatomie, Kansas 66064

Invoice Summary	
Account	18541
Reference	N18541-27
Date	2019-04-09
Due Date	
Total (\$)	<b>7834.00</b>
Amount Due (\$)	<b>7834.00</b>

<u>Item:</u>	<u>Description:</u>	<u>Amount(\$):</u>
Misc	PSU - 120vac 24vdc 10amp Quantity: 2 Rate: 67	134.00
Misc	UPS 40amp 24vdc Quantity: 2 Rate: 49	98.00
Misc	12vdc 35ah Battery Quantity: 4 Rate: 82	328.00
Misc	SC Comm 232/485 SC Fiber Conv w/ DIN Adapter Quantity: 2 Rate: 249	498.00
Misc	12in DIN Rail Quantity: 2 Rate: 11	22.00

*Please tear off and return the bottom portion with your payment. Thank you.*

City Clerk  
 City of Osawatomie  
 PO Box 37  
 Osawatomie, Kansas 66064



KwiKom Communications  
 800 W Miller Rd  
 Iola, Kansas 66749-1604

Payment Summary	
Account	18541
Reference	N18541-27
Due Date	
Amount Due (\$)	<b>7834.00</b>
Amount Enclosed	
Check Number	
Please make checks payable to <b>KwiKom Communications</b>	

City Clerk  
City of Osawatomie  
PO Box 37  
Osawatomie, Kansas 66064

Invoice Summary	
Account	18541
Reference	N18541-27
Date	2019-04-09
Due Date	
Total (\$)	<b>7834.00</b>
Amount Due (\$)	<b>7834.00</b>

Misc	Wall Mount Fiber Enclosure Quantity: 2 Rate: 104	208.00
Misc	Fiber Term Module 12F Quantity: 2 Rate: 256	512.00
Misc	SC-APC/DUP 3meter Quantity: 2 Rate: 17	34.00
Misc	Labor / Installation & Splice Quantity: 44 Rate: 120 Had many extra trips due to contractor not having site ready for install	5280.00
Misc	Travel Time Quantity: 12 Rate: 60 Had many extra trips due to contractor not having site ready for install	720.00
Tax	Kansas State Sales Tax Amount For Tax(\$): 0.00	0.00
Tax	KS-Miami County Sales Tax Amount For Tax(\$): 0.00	0.00
Tax	KS-Miami-Osawatomie Sales Tax Amount For Tax(\$): 0.00	0.00

## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** June 13, 2019

**AGENDA ITEM:** Proposal to Sell the Grocery Store Equipment

**PRESENTER:** Don Cawby, City Manager

**BACKGROUND:** In September 2017, the City Council approved the purchase of the equipment from Ron's/Moon's grocery store. The City then waited for approximately 9 months for the foreclosure process to finish so that the City could market the store. With the building owner, First Option Bank, an incentive package was crafted to entice an operator to open the store again. This package included a very low price for the store plus it would essentially give the equipment to the operator after 5-7 years of them operating the store.

The City Council negotiated a lease-purchase agreement with First Option Bank to allow the City to carry the \$150,000 in equipment until they could be sold/leased to a new operator. That agreement for a 3% loan was renewed in October 2018. The City paid the interest on the loan from the industrial development fund.

Over the past 9 months the City has really only worked with one credible operator who spent the time and resources to investigate the building and business. That operator was very positive about the prospects in Osawatomie and the incentives offered, but was concerned that the building's deficiencies weren't enough to overcome the attractive incentive package. Those deficiencies include: the absence of modern features, being oversized for the market, and severely deferred building maintenance.

Having received that news mid-winter, First Option Bank made the decision to list the property with a commercial realtor to find a viable alternative use for the property, in accordance with their Small Business Administration backed loan. If there were no viable builders, then First Option Bank and the City would consider what redevelopment options might be available for the site for a potential new grocery store or other use. At that time, the City would have to make a determination on what, if any, equipment to sell or keep.

**ISSUE SUMMARY:** Two weeks ago, First Option Bank received an offer on the building from Equip-Bid, an online equipment auction site, to purchase the property, but the offer was contingent upon Equip-Bid being allowed to sell the equipment through their site. Since the Bank does not own the equipment and the City has no fiduciary interest in the building, the proposal is a bit awkward. I discussed it with the bank and decided that the City would discuss terms with Equip-Bid directly and then make a determination if it was in our best interests to do so.

Attached to this memo is a proposal from Equip-Bid to liquidate the grocery store equipment. The proposal has a 25% commission and would not allow any reserve (minimum price) to be placed on the equipment.

To help compare the offer we received, I asked Associated Wholesale Grocers for the name of another firm; They gave me the name of Grafe Auctions. Grafe specializes in grocery store equipment sales across the nation and would be interested in handling the liquidation as well. They charge a 12% commission on internet only sales, 15% commission on live auction sales, and 17% on a live/simulcast auction (allows online live bidding). They handle about 180 auctions a year and their listing of auction items are between 7,000 and 20,000 views. The representative indicated they would come down at no cost to look at the equipment and that they could be to sale as early as 3 weeks from receipt of a contract.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** At this time, staff does not recommend the sale of the grocery store equipment through Equip-Bid. With just a quick search of one other firm, I found a much better option for the selling of this equipment with a much broader base of business. I am sure there may be others out there as well. The commission percentage seems extremely high based on the situation where the equipment would be sitting on their eventual property.

Another concern is the lack of a reserve on the cabinets. I have less of an issue with all the other equipment in the store, but the new refrigerated/freezer cabinets are worth much more than the rest of the equipment combined. If thrown on to the market with an adequate timeline, I fear they will not draw nearly what they are worth. In this case, we aren't liquidating equipment that is out of use or in foreclosure. We are liquidating public assets and I think we have to be careful with those decisions.

Finally, I should mention, that there is a cost of holding on to the equipment. We continue to pay interest and at some point, whether the building sells or not, we will either need to pay storage on site, or move the equipment to another site and store it there. Moving it would have a significant cost.



If the Council chooses to not accept this proposal, I would ask for authorization to do the following:

1. Decide how we want to proceed with the equipment. Do we start looking at liquidating or hold on until the bank has an offer which makes us move?
2. Find other options for selling the equipment or start an RFP process.
3. Consider negotiating alternatives with Equip-Bid, such as selling only part of the equipment and then possibly storing the rest.
4. Come back with those alternatives at the July 11 meeting for consideration.

## Online Auction Agreement

Seller Information:

Company Name: \_\_\_\_\_

Main Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Check Payable To: \_\_\_\_\_

Mail Check To: \_\_\_\_\_

(Phone Numbers Will Be Used For Equip-bid Business Purposes Only)

Seller Commission: 25 %

Seller Paid Marketing: \$ \$2,500 ; Marketing Funds Advanced by Seller: \_\_\_\_\_

Additional Expenses Paid by Seller: \$550 dumpster rental

\$775 Forklift rental

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Picturing Date(s): \_\_\_\_\_

Preview Date(s): \_\_\_\_\_

Load Out Date(s): \_\_\_\_\_

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Auction specific Notes: \_\_\_\_\_

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Agreement To Sell at Auction:

\_\_\_\_\_ here after named "Seller" hires Equip-bid.com,

Inc. here after named "Auctioneer" exclusively to sell, as Seller's agent, the Property listed on exhibit 1 and/or any other assets made available for sale at public auction, and Auctioneer agrees to us its best professional efforts to auction the Property. This auction contract sets out the parties' auction services agreement here after named "Agreement".

A. AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise its best professional judgment and effort to lot and market the Property in a manner that is most likely to yield the best net sales prices under the circumstances. Although the auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the property may attract, number of bids or ultimate price that may be received are made by auctioneer.
2. Use its best efforts to qualify bidders and collect payment from them when the auction is over, However, Auctioneer does not guarantee collection of payment form winning bidders.
3. Settle the auction with seller within 20 business days after the auction closes. Any special settlement instructions should be given to Auctioneer at the time this agreement is signed. Until settlement distribution is made, Auctioneer may hold any marketing expenses advanced by seller and auction proceeds in an account maintained by Auctioneer and retain any interest earned.

B. SELLER UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. Seller has the power to sell and convey the Property free and clear of any liens or encumbrances without consent or approval of any third party and without conditions or contingencies except as expressly noted otherwise in this agreement.
2. The Property is selling in an Internet-only auction.
3. The Property will be sold "absolute" and "without reserve," and the highest bid accepted by Auctioneer is the hammer price seller will accept for the property, less the compensation and expenses due Auctioneer. Once Auctioneer has placed the Property on Equip-bid.com, the Auction has begun and the Property must and will be sold for the highest bid received by the end of the Auction. Auctioneer may use words indicating the absolute nature of the auction in its event advertising.
4. It is prohibited and against Auctioneer's policies for Auctioneer (acting as Seller's agent),

Seller or someone acting on Seller's behalf to bid on the Property,. In the event Seller or someone bidding on Seller's behalf bids on the Property, Seller will Pay Auctioneer two times the seller commission and Buyer's Premium whether Seller, Seller's agent or an innocent third party is the declared winner of the Property. If an innocent third party is declared winner, then Auctioneer may complete the sale to that the third party and adjust the purchase price to reflect the last good faith bid.

5. It is Sellers responsibility to check the contents of the auction and if anything is missing or incorrect about the Property on Equip-bid.com or in the auction advertising, then Seller shall notify Auctioneer immediately. If no notifications are received by Auctioneer, Auctioneer will assume that all sales information of the Property is true and correct.

6. The Property is or will be free and clear of encumbrances or liens before being listed on Equip-bid.com. All known encumbrances will be listed on a separate form called the Encumbrance Disclosure, and Auctioneer is authorized to work directly with the encumbering party to clear the encumbrances. Seller will deliver to Auctioneer any certificate of title Seller has at the beginning of the auction, and Auctioneer may defer commencement of the Auction until a certificate of title is delivered. If after the items for sale are listed and an Auction has begun and liens or encumbrances that are discovered the Seller gives the Auctioneer the authority to satisfy all liens and encumbrances.

7. Access to location where property is located or may be sold from. The Seller gives complete and unfettered access to the Auctioneer, his agents, his customers and anyone that the Auctioneer deems necessary to complete the auction. If access to the items being sold is denied by anyone then the Seller will attempt to remove the obstruction to access. The Seller will have 24 hours to remove any obstruction to access. If Seller is unable to give Auctioneer, its buyers or agent's unfettered access Seller agrees to reimburse Auctioneer for all expenses, legal fees and administrative fees associated with their auction. Seller also agrees to pay Auctioneer one and a half times, 1 ½, his seller commission and buyers fee as though the auction took place and was finalized. Those selling fees are listed on Equip-bid.com's website. If the Auction is disrupted before it can be finalized the Auctioneer will estimate a closing price for all items and all Seller's commissions and Buyer's commissions will be

assessed against that final estimated selling price. The Seller agrees to accept the Auctioneers estimate of what all Property would have sold for at auction.

7. Seller also agrees that Auctioneer may charge and collect late payment fees from winning bidders and retain those fees as additional compensation for extra effort and expenses as needed to address late payment issues.

8. Seller will not sell, remove or withdraw any portion of the Property from the Auction except with prior written consent by auctioneer and only after reimbursing Auctioneer (a) the full buyer's Premium and Seller's Commission for the Property based on a price determined by Auctioneer and (b) all expenses for advertising, advertising retractions, promotions, out of pocket expenditures, legal fees, and Auction execution expenses accrued for the Auction.

9. The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms required by Auctioneer. If there is a dispute with a winning bidder over the condition of the Property, the Seller gives the Auctioneer the authority to resolve the issue on behalf of the Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees to hold Auctioneer harmless from and protect Auctioneer against losses or claims related to the condition of the Property. Seller should maintain casualty insurance for Property until possession is transferred to the winning bidder. Auctioneer will be the determining party as to delivery status. Auctioneer will consider but is not required to list some or all of the Property with limited condition warranties upon Seller's request. Any winning bidder demands arising out of a limited condition warranty may be resolved by Auctioneer or referred to Seller for resolution. In either event, if a refund or adjustment is made, Seller Commission lost as result of any refund or adjustment will be sustained by Seller and not Auctioneer.

10. Miscellaneous. This Agreement shall be governed by Kansas law, without regard to its law pertaining to conflict of interest laws, and any dispute shall be decided in the District Court of Miami County, Kansas. The Parties consent to that venue and to that court's personal jurisdiction. If any legal action is commenced the Seller agrees to reimburse Auctioneer for all of their legal fees associated with that action. Auctioneer may waive any provision of this Agreement at any time, but no such waiver shall effect any other provisions nor shall it amount

to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures. This Agreement is the whole agreement between the parties and all prior discussions, agreements or understandings are null and void and this Agreement is the entire Agreement between the parties.

The Parties execute the Agreement effective the last date written below:

Seller: \_\_\_\_\_

Seller Title: \_\_\_\_\_

Date: \_\_\_\_\_

Auctioneer: Equip-bid Auctions

Auctioneer Signature: \_\_\_\_\_

Auctioneer Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Supermarket Overview

Submitted by Grafe Auction

February 2018



# About Grafe

- Since 1959, Grafe has been providing auction services.
- Grafe specializes in commercial and industrial auctions with a focus on food service equipment.
- In 2017, we sold over 75,000 food service equipment items at 196 auction events.
- Clients include the largest retail food service companies in the nation including Whole Foods, Kroger, Walmart, Target, SuperValu, Lowes, Weis, and more.



# Notable Transactions

- The sale of food service equipment assets from 16 closed Strack & Van Til and Ultra Foods locations in May, June, July and August of 2017.
- The sale of food service equipment assets from 6 closed Whole Foods locations in April and May of 2017.
- The sale of food service equipment assets from 50+ closed A&P locations over the course of 2011 to 2016.
- The sale of food service equipment assets from 21 closed Winn-Dixie/Bi-Lo locations over the course of eight weeks in July and August of 2015
- The sale of food service equipment assets from 7 closed Dominick's locations on behalf of Whole Foods in early spring of 2014
- The sale of food service equipment assets from 14 closed Albertson's locations on behalf of SuperValu that according to SuperValu "blew past projections.... Well done."

# Modern Marketing

Beginning with a solid marketing foundation continuously refined since 1959, each marketing campaign evolves based on feedback and responses so by auction day we are confident that your marketing investment has been maximized for the highest possible yield of bidders and buyers.

Our marketing team led by John Schultz is on the cutting edge of marketing. John wrote and now teaches the premier auction marketing designation course Auction Marketing Management. Annually over one hundred auction marketers from around the world travel to learn the latest techniques in auction marketing from John. Other companies may claim to understand auction marketing, but only John and two others in the world are certified to teach the course.

The Grafe marketing team is uniquely qualified to create and execute on an aggressive and forward-leaning campaign that will notify all interested parties, locally, regionally and nationally; and produce ready, willing and able bidders who after a competitive and transparent process result in high bids that meet and exceed expectations for all sides.

# Grafe Marketing Campaign

A typical Grafe marketing campaign combines social media, search engine, email, direct mail and print marketing, and then mid-campaign utilizes data science to create an evolving marketing campaign.

Once the marketing campaign begins, we collect data. Whether that be an individual completing a form, viewing a specific auction on our website, or clicking on a specific button (i.e. the bid button), we collect it all. We then complete a comprehensive analysis of the collected data. This analysis reviews over 500 data points of the individuals that are interacting with the marketing and taking our predefined desired actions and creates a demographic profile. We use this profile to create a mid-campaign marketing campaign that reaches out to individuals like those that have already taken our desired actions.

Utilizing these methods, in 2017 Grafe Auction marketing campaigns attracted 911,000 unique individuals to our website.

# Proposed Logistics

Our logistics team will handle all logistics for the auction including:

- Organization of the facility and equipment for auction.
- Tagging of items with lot numbers for inventory control.
- Cataloging of items with description and photographs for use in marketing materials and online bidding.
  - In addition to the marketing and online bidding advantages, this catalog allows you the opportunity to review all assets in the location and easily identify assets to be excluded in addition to the already disclosed disclosures which may be of benefit to other stores within the company.
- Coordination of removal and rigging of all assets.
  - Our standard *Removal Checklist* is provided for you to review the list of services provided during removal and rigging. In addition, to the checklist, we conduct a walk-thru of each facility in person with you or a member of your team to ensure your 100% satisfaction.
  - Stores that have abandonment rights provide inherent risks that the final condition of the facility is not suitable to the expectations of landlords. It is our experience that an orderly removal of sold assets is still required to ensure the satisfaction of both the seller and the landlord.
- Maintaining a safe and secure work environment.

# Proposed Timeline

- To maximize value of the assets, we recommend a four week schedule for each location beginning as soon as the stores have closed and remaining product has been removed. The four week schedule is broken down into several steps.
  - Marketing. Day 1 through auction date. As soon as our team has made initial inspection, and collected photos and information about the equipment, we begin marketing utilizing the strategies previously outlined.
  - Pre-auction logistics. Day 1. Our pre-auction logistics team arrives at the location and completes the tasks previously outlined.
  - Auction. Day 14. Our auction team arrives on site and conducts an auction of all the assets. The auction includes online bidding to encourage the maximum number of parties to participate in the auction event.
  - Post-auction removal. Day 15 through Day 28. Our post-auction logistics team arrives at the location on the day of the auction, and completes the comprehensive rigging and removal services as previously outlined.

# Thank you!

We look forward to being of service to you.

*Grafe Auction Co.*

**Efficiency, Competency, and Integrity**

[grafeauction.com](http://grafeauction.com)

Mail: 1025 Industrial Drive, Spring Valley, MN 55975

Physical: 1100 N Broadway St, Spring Valley, MN 55975

Office: 800-328-5920

**STAFF AGENDA MEMORANDUM**

**DATE OF MEETING:** June 13, 2019

**AGENDA ITEM:** Electric Shop Fence Bids

**PRESENTER:** Meagan Borth, Assistant to the City Manager

**ISSUE SUMMARY:** We directly solicited bids for contractors to build the fence and gate around the New Electric Shop. The original budget for the fence was \$7,000.

Guier Fence	\$9900.00
American Fence	\$10,685.62
HD Fence	\$13,340.72

All bidders said they will not be available until August.

**COUNCIL ACTION NEEDED:** Review and consider the bids received.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends awarding the contract to Guier Fence. This company was the most competitively priced and has a good reputation. They are also the largest fencing company in the Kansas City area.



**7616 Wedd Street**  
**Overland Park, Kansas 66204**  
**Ph 913.307.0306 ext 17**

### FENCING & GATE PROPOSAL

Date: 5.15.19	
Attn:	
Project: Lot Fence and Gate	
Scope: fencing	<i>Note: This scope of work is specific and limited to the following:</i>
Addendum Received:	
Specifications Section:	Plan Sheets:

**Project Scope Information:** Provide and install the following:

1. Provide and install lot fence. Fence will be 6' tall commercial with 2.5" lines and 3" terminals. Posts will be set in concrete footers. Fence will have 1 5/8" top rail and bottom tension wire. Fence fabric will be galvanized 2" mesh commercial 9 gauge. Fence will be hot dipped galvanized.
2. Fabricate and install 23' cantilever gate. Gate will be fully welded with nylon rollers. Posts will be 4" set in concrete.

Total for fencing: \$ 9472.25

Add shade cloth to fence. Shade cloth will be green in color and have metal grommets on perimeter. This will require the posts be set on 8' centers to allow for wind load.

Total add for shade cloth: \$ 1,213.37

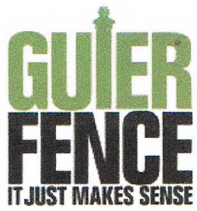
*If not listed herein, it is not included. Advise, prior to acceptance of required additional items.*

**Project Specific Notes:**

1. No delegated design. No engineering or stamped engineered drawings, Add \$1,200.00
- 2.
- 3.

*Notes are specific to the scope and directly impact project pricing. If not agreeable, advise prior to acceptance.*





**Guier Fence Co.**  
 2501B NW Jefferson St.  
 Blue Springs, MO 64015-7262  
 (816) 229-2047 Fax (816) 229-7483  
[www.guierfence.com](http://www.guierfence.com)  
 E-Mail: [llancaster@guierfence.com](mailto:llancaster@guierfence.com)

**PROJECT QUOTATION**

**Date: June 5, 2019**

Company: **City Of Osawatomie**  
 Project Name: **Security Fence & Gate**  
 Project Address: **225 9<sup>th</sup> St**  
 Attn: **Terry Upshaw**  
 Phone: 913-731-1269  
 Fax:

Cell:  
 E-mail:

Thank you for the opportunity to bid on your project.

**Guier Fence Co.** proposes to furnish standard labor and materials for the above referenced projects according to the specifications below:

Furnish and install 267 lineal feet of 6' tall galvanized chain-link security fence with one each 72"x18' manually operated slide gate. Fence will be constructed with 9-ga. galvanized chain-link fabric installed on 2" OD sch. 40 wt. galvanized steel pipe line posts installed 10' on centers and 2 1/2" OD sch. 40 wt. galvanized steel pipe terminal posts with a 1 5/8" OD sch. 40 wt. galvanized steel pipe top rail and standard bracing at ends, corners and pull posts and a 9-ga. galvanized steel bottom tension wire. Gate post will be 4" . Tie wires and hog rings will be 9-ga. aluminum. Posts will be set in 10" X 36" excavated in soil footings with 3000# concrete. Back sections of fence is too have black 90% coverage windscreen.

**\*\* Cost to furnish and install fence-\$9,900.00-Taxes Included\*\***

**\*\* Note \*\***

Permits or bonds are not included in this quote if applicable to project.  
 Prevailing or union scale wages do not apply to this quote if applicable.  
 Quote is based on soil conditions that can be excavated with a power auger. If rock excavation is required, it will be provided at a rate of \$ 65.00 per hole.

Guier Fence Company has been in business since 1979 and uses only profession installation crews and prime materials. Guier Fence Company Co. is bonded and fully insured, with a certificate of insurance available upon request. WBE & MODOT DBE Certified, Kansas DBE & WBE Certified.

Acceptance Signature X \_\_\_\_\_  
 Respectfully submitted,  
 Leon Lancaster  
 Guier Fence Company  
 Commercial Account Manager  
 Cell: 816-256-7624  
 Office: 816-229-2047  
 Email: [llancaster@guierfence.com](mailto:llancaster@guierfence.com)



This bid is not binding on Guier Fence Co. until a signed original copy of this bid is submitted to Guier Fence Co. The prices and terms herein are guaranteed for a period of 30 days from the date of acceptance of the bid. After 30 days, prices are subject to increase without notice due to fluctuations in market pricing. Pricing will be increased at the sole discretion of Guier Fence Co. Materials may be ordered and paid in full to avoid a price increase. Guier Fence Co. must be paid upon delivery and placed at a secure storage area of your choice to await installation. Guier Fence Co. is not responsible for material damage or loss, not caused by Guier Fence Co., purchased in advance of the installation of your project. Failure to pay invoice within 30 days of job completion, will result in a 1.5% (18% per annum) interest charge, or the maximum interest allowed on the remaining balance applied by law. Purchaser hereby agrees to reimburse Guier Fence Co. for any attempt to collect a debt from purchaser regarding this job, including but not limited to fees paid to debt collector and/or attorney's fees. If you have any questions or concerns, please do not hesitate to contact the undersigned representative of Guier Fence Co. Again, we appreciate the opportunity to bid on your project, and look forward to doing business with you in the future.

HD FENCE LLC  
 10590 Richland Avenue  
 Edwardsville, Kansas 66111



# Residential Estimate

Phone #	913-766-5547
E-mail	hdfenceinstallation@gmail.com

Date	Estimate #
6/4/2019	2277

<b>Name / Address</b>
City of Osawatomie attn: Terry Upshaw 225 9th Street Osawatomie, KS 913-731-1269

<b>Project/job address</b>

<b>Terms</b>	<b>Rep</b>

Description	Qty	Rate	Total
1-7/8" GATE FRAME TO 3" POST CANTILEVER GATE LATCH	1	16.25	16.25T
Concrete 80# Bag	78	4.30	335.40T
Fabric windscreen 6' Tall X 100' Long, reduces wind rate by 90%, color: black (will need to be custom made to correct lengths after fence is installed, may take up to 5 weeks to get made and then we can install)	300	5.00	1,500.00T
Fee to get all tools, equipment, materials, and deliver to jobsite and set up.	1	550.00	550.00

We appreciate the opportunity to earn your business! If this bid is satisfactory to you just sign and send back and we will add you to our schedule! Prices and availability of materials subject to change.

**Subtotal** \$12,750.19

**Sales Tax (9.0%)** \$590.53

**Total** \$13,340.72

Additional digging charges could apply due to rock, roots, and or damaged utilities. \$25 per hole and or \$350 if jackhammer needed.

<b>Web Site</b>
www.hdfencekc.com

Sign here to get on schedu...

**STAFF AGENDA MEMORANDUM**

**DATE OF MEETING:** June 13, 2019

**AGENDA ITEM:** Proposal for sale of City properties

**PRESENTER:** Don Cawby

**ISSUE SUMMARY:** The City of Osawatomie has five (5) residential properties that several residents and builders have expressed an interest in purchasing.

Several of these lots were acquired to allow for infill building lots that would be given away if a person built an owner-occupied home on the property. However, until recently there has been little-to-no interest in anyone taking advantage of that incentive.

So, the City is seeking feedback on the possibility of opening these properties for general sale. Not only would the City get proceeds from the sale of the properties, but it would also reduce what the City spends on mowing, and, with our recommendation, could result in new construction on these lots.

The properties are:

Address	Parcel ID#	County Appraisal Value
1. 1010 6 <sup>th</sup> Street	1711103016006000	\$3,160.00
2. 121 East Walnut Ave.	1711104001030010	\$10,810.00
3. 100 Walnut Ave.	1711104006019000	\$11,470.00
4. 820 3 <sup>rd</sup> Street	1711104009023000	\$10,940.00
5. 308 Reed Ave.	1711104010008000	\$7,110.00

\*The buyer of 820 3<sup>rd</sup> Street will have to sign an agreement for a 30-foot easement for the drainage ditch which the City will need to expend funds to survey and establish.

Staff recommends two options for the sales of these lots:

1. Put the properties out for bid (City has the right to refuse bids).
2. Set the prices on the properties and put them up for sale.

The sale of these properties will be contingent on the new owner building a residence on the property that is compliant with the current zoning and adopted building regulations. To enforce the provision,

the sales agreement would have a penalty provision that a building be completed and receive an occupancy permit within one-year. If they do not follow this, there would be a \$1,000 penalty for each year from the sale that an occupancy permit is not issued.

To point out the possibility for a conflict, the City would gain more by selling utilities and eventually collecting property tax from the house than it would ever gain from the \$1,000 penalty, so there would be no incentive for the City to purposefully withhold an occupancy permit from a properly-built, zoning-compliant home. No to mention the potential for litigation for unfairly withholding a permit.

**COUNCIL ACTION NEEDED:** Review, discuss, and determine whether to approve the proposal.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the sale of the proposed city properties by the preferred method of disposition.

CITY OF OSAWATOMIE  
YTD TREASURERS REPORT  
AS OF: FEBRUARY 28TH, 2019

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	380,726.69	582,527.81	319,638.56	643,615.94	0.00	( 25,070.37)	618,545.57
02 -WATER	286,565.26	175,394.92	81,178.74	81,178.74	0.00	( 9,603.69)	371,177.75
03 -ELECTRIC	470,999.15	633,250.41	304,436.39	799,813.17	0.00	( 79,314.68)	720,498.49
04 -SEWER	226,028.83	124,317.82	74,059.56	276,287.09	0.00	( 13,849.40)	262,437.69
05 -REFUSE	6,485.72	210.00	905.49	5,790.23	0.00	( 1,383.05)	4,407.18
06 -LIBRARY	104,505.74	352.10	550.59	104,307.25	0.00	( 89.76)	104,217.49
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 -INDUSTRIAL PROMOTION	102,181.83	4,502.61	13,294.78	93,389.66	0.00	0.00	93,389.66
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	34,674.20	0.00	0.00	34,674.20	0.00	0.00	34,674.20
12 -STREET IMPROVEMENTS	244,185.16	30,571.32	4,672.68	270,083.80	0.00	( 437.85)	269,645.95
13 -TOURISM	47,849.20	3,879.77	1,711.26	50,017.71	0.00	( 765.34)	49,252.37
14 -PUBLIC SAFETY EQUIPMENT	89,459.54	16,753.06	35,368.18	70,844.42	0.00	( 1,050.00)	69,794.42
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	18,672.52	7,688.90	25,252.65	1,108.77	0.00	( 810.66)	298.11
21 -CIP - GENERAL	174,072.57	0.00	40,000.00	134,072.57	0.00	0.00	134,072.57
22 -CIP -WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23 -CIP - ELECTRIC	194,622.89	881.31	26,064.20	169,440.00	0.00	( 1,837.50)	167,602.50
24 -CIP - SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 -CIP - STREET PROJECT	771,652.38	0.00	220,944.38	550,708.00	0.00	0.00	550,708.00
27 -CIP - GRANTS	24,466.42	0.00	4,234.16	20,232.26	0.00	( 35.00)	20,197.26
29 -CIP - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 -EMPLOYEE BENEFITS	203,007.31	283,862.09	100,345.70	386,523.70	0.00	0.00	386,523.70
32 -CAFETERIA 125	80,319.46	3,653.88	6,758.81	77,214.53	0.00	0.00	77,214.53
35 -TECHNOLOGY FUND - CIP	133,103.19	0.00	8,651.85	124,451.34	0.00	( 7,479.69)	116,971.65
41 -BOND & INTEREST	201,266.98	216,014.58	125,040.00	292,241.56	0.00	0.00	292,241.56
43 -ELECTRIC DEBT SERVICE	149,988.39	72,620.84	96,250.00	126,359.23	0.00	0.00	126,359.23
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	14,864.54	2,626.00	1,025.00	16,465.54	0.00	0.00	16,465.54
53 -FORFEITURES	2,562.35	4,190.42	0.00	6,752.77	0.00	0.00	6,752.77
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.84	0.00	0.00	0.84	0.00	0.00	0.84
93 -PAYPAL CLEARING FUND	0.01	0.00	0.00	0.01	0.00	0.00	0.01
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,992,459.37	2,163,297.84	1,490,382.98	4,665,374.23	0.00	( 141,726.99)	4,523,647.24

\*\*\* END OF REPORT \*\*\*



BANKING AT ITS BEST

May 3, 2019

CITY OF OSAWATOMIE  
PO BOX 37  
OSAWATOMIE, KS 66064

Dear Recipient:

We are pleased to enclose a check in the amount of \$19,049.97 from the First Option Bank Trusteed L. W. Baehr & Dolpha Baehr Charitable Foundation Trust to be used toward the purchase of AEDs. The Trustees suggested outfitting the police cars first before others are supplied to the various community buildings.

Please sign and return the enclosed receipt in the envelope provided.

We take great pride in supporting many organizations that serve our communities and improve the quality of life. Best wishes for success.

Sincerely,

Keri Peterson  
Trust Officer