



CITY OF TONGANOXIE
321 S. DELAWARE 913-845-2620
December 5, 2016
7:00 Regular Meeting

Honorable Jason K. Ward, Mayor
Council Members
Chris Donnelly James Truesdell
Curtis Oroke Andy Gilner Kara Reed

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular Meeting dated November 21, 2016

III. Consent Agenda

- a) Consider Approval of Bills - Approve Pay Ordinance A-1792
- b) Consider approval of payment to BG Consultants for engineering services, construction observation, and bridge inspections in the amount of \$5,865.25
- c) Consider approval of payment to Blue Cross and Blue Shield of Kansas for insurance premiums in the amount of \$27,093.85
- d) Consider approval of payment to First State Bank & Trust for a loan payment and credit card payment in the amount of \$24,819.82
- e) Consider approval of payment to Link-Lite networking for IT services in the amount of \$2,701.50
- f) Consider approval of payment to Olathe Winwater Works for supplies in the amount of \$3,625.00

IV. Open Agenda

“Members of the public are welcome to use this time to comment about any matter relating to City business. The comments that are discussed under Open Agenda may or may not be acted upon by the Council during this meeting. Please wait to be recognized by the Mayor, then **state your name and address** and all comments are to be directed to the chair.”

V. Old Business

VI. New Business

- a) First Reading: Ordinance 1416: An ordinance regulating traffic within the corporate limits of the City of Tonganoxie, Kansas, incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 2016 edition
- b) First Reading: Ordinance 1417: An ordinance regulating public offenses within the corporate limits of the City of Tonganoxie, Kansas, incorporating by reference the Uniform Public Offense Code for Kansas Cities, 2016 edition

- c) Consider approval of amendments to the City of Tonganoxie compensation plan, effective January 1, 2017
- d) Consider approval of emergency purchase/repair of the mixer gear box at the wastewater treatment plant
- e) City Manager Agenda
 - 1. Sales tax election update
 - 2. City Council special meeting in executive session December 15, 6 – 8 p.m.
- f) City Attorney Agenda
 - 1. Agreement with Grinter Farms
- g) Mayor Agenda
- h) Mayor Pro Tem Agenda
 - 1. Proposal for 2017 festival
- i) City Council Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting
November 21, 2016
7:00 p.m. Regular Meeting



Mayor Ward opened the meeting at 7:00 p.m. with the pledge of allegiance. Council members present were Jim Truesdell, Curtis Oroke, Chris Donnelly, Andy Gilner, and Kara Reed. Also in attendance were Interim City Manager Jamie Shockley, City Attorney Michael Kelly, and City Clerk Patty Hagg.

Approval of Minutes and Consent Agenda

- Mr. Gilner moved to approve the minutes from November 7, 2016. Ms. Reed seconded. All ayes. Motion carried.
- Mr. Gilner moved to approve the consent agenda and approve Pay Ordinance A-1791. Mr. Donnelly seconded. All ayes. Motion carried.

Open Agenda-

- Nobody addressed the Council during Open Agenda.

Old Business

Resolution for ¾ Cent Sales Tax

- Ms. Shockley reviewed Resolution 11-16-02 that provides ballot language for the ¾ cent sales tax with a ballot date of 2/28/17.
- Mr. Donnelly moved to approve Resolution 11-16-02 as presented. Mr. Gilner seconded. All ayes. Discussion. Ms. Reed made a motion to add the 2/28/17 mail in ballot election date to the motion. Mr. Oroke seconded. All ayes. Motion carried.

New Business

Review and Adopt Ordinance 1415 – Interlocal Agreement with the City, Leavenworth County and Port Authority

- Ms. Shockley reviewed the Ordinance and asked Ms. Shannon Marcano, Special Counsel for the Interlocal Agreement, to discuss the details of Interlocal Agreement. Ms. Marcano highlighted several points of the agreement that will provide for the development of the Industrial Park and recommended approval. Mr. Bixby, County Commissioner, commented on the hard work that has been done and also recommended approval. Bill New, First State Bank President, also commented on the agreement, the cooperation of everyone involved and recommended approval of the Ordinance.
- Ms. Reed moved to adopt Ordinance 1415. Mr. Donnelly seconded. All ayes. Motion carried.

Consider approval of CMB license for G&P Country Market

- Mr. Truesdell made a motion to approve the 2017 CMB license for G&P Country Market. Mr. Donnelly seconded. All ayes. Motion carried.

Consider approval of probation services agreement with the City of Leavenworth

- Ms. Shockley explained the county will no longer provide probation services and the City of Leavenworth has decided to take on the responsibilities. She stated they expected everything to remain the same however they have not finalized salaries and office rental agreements. They will notify the cities if there is an increase in the fees for the probation services. Ms. Reed moved to approve the probation services agreement. Mr. Gilner seconded. All ayes. Motion carried.

Consider approval of public infrastructure for Stone Creek Phase 7

- Ms. Shockley explained that Jon Carlson, BG Consultants, sent notice the work was complete and council must officially accept the public infrastructure. Mr. Donnelly abstained from discussion.
- Mr. Oroke made a motion to approve the infrastructure for Stone Creek Phase 7. Mr. Truesdell seconded. All ayes. Motion carried. 4-0 Mr. Donnelly abstained from the vote.

Consider approval of public infrastructure for Jackson Heights Phase 7B

- Ms. Shockley explained that Jon Carlson, BG Consultants, sent notice the work was complete and council must officially accept the public infrastructure..
- Mr. Truesdell made a motion to approve the infrastructure for Jackson Heightd Phase 7B. Mr. Gilner seconded. All ayes. Motion carried.

City Manager Agenda

- Ms. Shockley reviewed the October financial report and asked David Frese to discuss the building plans for a new city library. Mr. Frese and Ms. Soetart discussed a possible new location at 4th & Church St. They stated they thought this would be a better site for the community but would depend on a group of investors to purchase the property first. No action was taken.

City Attorney Agenda

- Mr. Kelly stated he would like the council to consider expanding municipal court to two days instead of one. Ms. Shockley suggested more research should be done before the council took action because of the added expense of a two day court. No action was taken.

Mayor Agenda

- Mayor Ward extended a thank you from him and the city for the success of the Mayor's Christmas Tree Lighting on November 19th. He stated he appreciated all the hard work the committees and staff did in preparation of the event and was grateful for the memories that were created for the people of the community who attended.

Mayor Pro Tem Agenda

- Ms. Reed discussed a 2017 Fall Festival to coincide with the blooming of the Sunflowers at Grinter Farms. She presented a budget estimate of \$35,000.00 with a Council contribution of \$15,000.00. She suggested a Festival date of Saturday, 8/26/17 from noon to 11 pm with plans to have live entertainment, a beer garden, food trucks, and events for children.
- Tongie Days in June was also discussed. The library members stated this will be the 30th anniversary of the Library Run and they would like to continue to be involved with the June Festival. Mr. Oroke volunteered to chair the Tongie days festival and would talk to long time organizer Connie Tornado before the next council meeting.
- Mayor Ward stated he would like the festivals on the next agenda for a council vote on whether to have one or two festivals in 2017

City Council Agenda

- Mr. Gilner thanked everyone for all the decorations and success of the Mayor's Christmas Tree Lighting. He appreciated the effort from all the committees, the grade school and the high school. The councilmembers all agreed it was an overall success.

With no further business, Mr. Gilner made a motion to adjourn the meeting. Ms. Reed seconded. All Ayes.
Meeting adjourned at 7:53 p.m.

Respectfully submitted

Patty Hagg
City Clerk



By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|--------------------------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: AP Bank-AP Bank | | | | | | |
| 0051 | BG CONSULTANTS INC | 12/01/2016 | Regular | 0.00 | 5,865.25 | 43802 |
| 0056 | BLUE CROSS AND BLUE SHIELD | 12/01/2016 | Regular | 0.00 | 27,093.85 | 43803 |
| 0064 | BOUND TREE MEDICAL, LLC | 12/01/2016 | Regular | 0.00 | 254.21 | 43804 |
| 0086 | CENTRAL POWER SYSTEMS & SERV. | 12/01/2016 | Regular | 0.00 | 504.36 | 43805 |
| 0106 | CLIA LABORATORY PROGRAM | 12/01/2016 | Regular | 0.00 | 150.00 | 43806 |
| 0131 | DATA TECHNOLOGIES | 12/01/2016 | Regular | 0.00 | 2,160.82 | 43807 |
| 0136 | DELTA DENTAL PLAN OF KANSAS,IN | 12/01/2016 | Regular | 0.00 | 2,064.39 | 43808 |
| 0157 | EDWARDS CHEMICALS | 12/01/2016 | Regular | 0.00 | 36.00 | 43809 |
| 0178 | FASTENAL | 12/01/2016 | Regular | 0.00 | 9.50 | 43810 |
| 0185 | FERRELLGAS | 12/01/2016 | Regular | 0.00 | 779.24 | 43811 |
| 0189 | FIRST STATE BANK & TRUST | 12/01/2016 | Regular | 0.00 | 24,819.82 | 43812 |
| 0198 | FRANK ROBISON | 12/01/2016 | Regular | 0.00 | 1,400.00 | 43813 |
| 0243 | HIMPEL LUMBER & BUILDING SUPPL | 12/01/2016 | Regular | 0.00 | 798.04 | 43814 |
| 0278 | JAMIE SHOCKLEY | 12/01/2016 | Regular | 0.00 | 170.64 | 43815 |
| 0321 | KANSAS DEPARTMENT OF REVENUE | 12/01/2016 | Regular | 0.00 | 323.76 | 43816 |
| 0340 | KANSAS STATE FIREFIGHTERS ASSO | 12/01/2016 | Regular | 0.00 | 50.00 | 43817 |
| 0345 | KATHLEEN MCBRATNEY | 12/01/2016 | Regular | 0.00 | 375.00 | 43818 |
| 0354 | KELLY LAW OFFICE LLP | 12/01/2016 | Regular | 0.00 | 2,475.00 | 43819 |
| 0360 | KEY EQUIPMENT & SUPPLY CO | 12/01/2016 | Regular | 0.00 | 630.53 | 43820 |
| 0381 | LADD SERVICE COMPANY | 12/01/2016 | Regular | 0.00 | 103.32 | 43821 |
| 0395 | LCDC | 12/01/2016 | Regular | 0.00 | 10.00 | 43822 |
| 0397 | LEAGUE OF KANSAS MUNICIPALITIE | 12/01/2016 | Regular | 0.00 | 25.00 | 43823 |
| 0793 | LEAVENWORTH COUNTY TREASUREI | 12/01/2016 | Regular | 0.00 | 1,844.07 | 43824 |
| 0404 | LEAVENWORTH TIMES | 12/01/2016 | Regular | 0.00 | 142.00 | 43825 |
| 0414 | LINK-LITE NETWORKING, INC. | 12/01/2016 | Regular | 0.00 | 2,701.50 | 43826 |
| 0417 | LOBB ELECTRIC LLC | 12/01/2016 | Regular | 0.00 | 240.00 | 43827 |
| 0357 | MIKE KELLY | 12/01/2016 | Regular | 0.00 | 1,000.00 | 43828 |
| 0476 | NATIONAL SIGN COMPANY INC. | 12/01/2016 | Regular | 0.00 | 72.80 | 43829 |
| 0491 | OLATHE WINWATER WORKS | 12/01/2016 | Regular | 0.00 | 3,625.00 | 43830 |
| 0494 | OMEGA DOOR & HARDWARE | 12/01/2016 | Regular | 0.00 | 1,022.87 | 43831 |
| 0496 | ONE CALL CONCEPTS | 12/01/2016 | Regular | 0.00 | 51.00 | 43832 |
| 0503 | PACE ANALYTICAL SERVICES INC | 12/01/2016 | Regular | 0.00 | 454.00 | 43833 |
| 0524 | POSTMASTER | 12/01/2016 | Regular | 0.00 | 577.80 | 43834 |
| 0542 | QUILL | 12/01/2016 | Regular | 0.00 | 201.42 | 43835 |
| 0555 | RICOH USA, INC. | 12/01/2016 | Regular | 0.00 | 1,482.69 | 43836 |
| 0568 | SAMS CLUB | 12/01/2016 | Regular | 0.00 | 502.70 | 43837 |
| 0579 | SECURITY BENEFIT - 457 | 12/01/2016 | Regular | 0.00 | 430.00 | 43838 |
| 0614 | T-MOBILE | 12/01/2016 | Regular | 0.00 | 429.60 | 43839 |
| 0644 | UNITED LABORATORIES | 12/01/2016 | Regular | 0.00 | 221.73 | 43840 |
| 0645 | UNITED RENTALS, (NORTH AMERICA | 12/01/2016 | Regular | 0.00 | 763.38 | 43841 |
| 0651 | USA BLUE BOOK | 12/01/2016 | Regular | 0.00 | 244.92 | 43842 |
| 0794 | VICKI STARCHER | 12/01/2016 | Regular | 0.00 | 980.95 | 43843 |
| 0661 | VISION SERVICE PLAN | 12/01/2016 | Regular | 0.00 | 416.66 | 43844 |
| 0671 | WESTAR ENERGY | 12/01/2016 | Regular | 0.00 | 806.51 | 43845 |

Check Register

Packet: APPKT00019-12/01/16

| | | | | | | |
|----------------------|--------------------|---------------------|---------------------|------------------------|-----------------------|---------------|
| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
| 0677 | WILLIAM PRAY | 12/01/2016 | Regular | 0.00 | 600.00 | 43846 |

Bank Code AP Bank Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---------------------|--------------------------|--------------------------|-----------------|------------------|
| Regular Checks | 53 | 45 | 0.00 | 88,910.33 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 53 | 45 | 0.00 | 88,910.33 |

Fund Summary

| Fund | Name | Period | Amount |
|-------------|----------------------|---------------|------------------|
| 998 | Gen Fund-Pooled Cash | 12/2016 | 88,910.33 |
| | | | <u>88,910.33</u> |



City of Tonganoxie

Office of the City Manager

City Hall
321 S. Delaware,
Tonganoxie, Kansas 66086
(913) 845-2620
www.tonganoxie.org

AGENDA STATEMENT

DATE: December 5, 2016

To: Honorable Mayor Jason K. Ward and Members of the City Council

FROM: Jamie Shockley, Interim City Manager

SUBJECT: Ordinance 1416 and 1417: Incorporating by Reference the Standard Traffic Ordinance of Kansas Cities, 2016 edition, and Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 2016 edition

DISCUSSION:

Annually, the League of Kansas Municipalities provides an updated Standard Traffic Ordinance and Uniform Public Offense code for cities to adopt. The Standard Traffic Ordinance has been published by LKM since 1960. It is designed to provide a comprehensive traffic code for Kansas cities, and it is a parallel to the state traffic act. The Uniform Public Offense code has been published by LKM since 1980. It is designed to provide a comprehensive public offense ordinance for Kansas Cities, and it is a parallel to the state criminal code.

ACTION NEEDED:

No action needed, as this is the first reading for both ordinances.

ORDINANCE NO. 1416

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 1, SECTION 14-101 OF THE CODE OF THE CITY OF TONGANOXIE INCORPORATING THE 2016 EDITION OF THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES.

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

Section 1: That Section 14-101, Article 1, Chapter XIV entitled "Traffic" is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Tonganoxie, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Tonganoxie, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the ordinance codified in this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

PASSED BY THE GOVERNING BODY OF TONGANOXIE, KANSAS, THIS 19th DAY OF DECEMBER, 2016.

ATTEST:

Jason K. Ward, Mayor

Patty Hagg, City Clerk

ORDINANCE NO. 1417

AN ORDINANCE AMENDING CHAPTER XI, ARTICLE 1, SECTION 101 OF THE CODE OF THE CITY OF TONGANOXIE INCORPORATING THE 2016 EDITION OF THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES.

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

Section 1. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Tonganoxie, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Tonganoxie, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

SECTION 2: Effective Date. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

PASSED BY THE GOVERNING BODY OF TONGANOXIE, KANSAS THIS 19TH DAY OF DECEMBER, 2016.

Jason K. Ward, Mayor

ATTEST:

Patty Hagg, City Clerk



City of Tonganoxie

Office of the City Manager

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AGENDA STATEMENT

DATE: December 5, 2016
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Jamie Shockley, Interim City Manager
SUBJECT: Amending the Compensation Plan for FY 2017

DISCUSSION:

As part of the 2017 budget discussions, council members agreed to adjust the pay ranges for several personnel positions due to a market analysis. The market study indicated that the following positions needed adjustments to be competitive:

| Position | Current Salary Range | Proposed Salary Range | # in Position | Cost |
|--------------------------|----------------------|-----------------------|---------------|----------|
| Administrative Assistant | 3 | 5 | 2 | \$11,081 |
| Assistant City Manager | 13 | 14 | 1 | \$5,094 |
| Building Inspector | 7 | 8 | 1 | \$3,102 |
| Deputy City Clerk | 6 | 7 | 1 | \$2,122 |
| Fire Captain | 8 | 9 | 2 | \$6,495 |
| Firefighter | 6 | 7 | 3 | \$11,540 |
| Laborer | 1 | 2 | 0.5 | \$500 |
| Police Officer | 7 | 8 | 6 | \$19,066 |
| Utility Superintendent | 10 | 11 | 1 | \$4,260 |
| Maintenance Worker II | 5 | 6 | 3 | \$8,809 |

Attached is a chart that shows the assigned pay ranges by position. Those that have changed are highlighted.

BUDGET IMPACT

None. The 2017 budget anticipates these market adjustments effective January 1.

RECOMMENDATION

Make a motion to adopt the new compensation plan as presented, effective January 1, 2017.

City of Tonganoxie
Position Classifications

| Position | Pay Range | Minimum | Maximum | Demand | FLSA |
|--|---------------------------|----------------|----------------|---------------|-------------|
| Administrative Assistant | 5 | \$ 2,496.00 | \$ 3,441.00 | Full Time | Non-Exempt |
| Assistant City Manager | 14 | \$ 4,864.00 | \$ 6,705.00 | Full Time | Exempt |
| Assistant Pool Manager | 3 | \$ 2,153.00 | \$ 2,968.00 | Full Time | Non-Exempt |
| Building Inspector | 8 | \$ 3,118.00 | \$ 4,299.00 | Full Time | Non-Exempt |
| City Manager | Unclassified | | | Full Time | Exempt |
| City Clerk | 8 | \$ 3,118.00 | \$ 4,299.00 | Full Time | Non-Exempt |
| Deputy City Clerk | 7 | \$ 2,895.00 | \$ 3,990.00 | Full Time | Non-Exempt |
| Deputy Fire Chief | 10 | \$ 3,616.00 | \$ 4,984.00 | Full Time | Non-Exempt |
| Equipment Operator | 4 | \$ 2,319.00 | \$ 3,197.00 | Full Time | Non-Exempt |
| Fire Captain | 9 | \$ 3,357.00 | \$ 4,628.00 | Full Time | Non-Exempt |
| Fire Chief | 14 | \$ 4,864.00 | \$ 6,705.00 | Full Time | Exempt |
| Firefighter | 7 | \$ 2,895.00 | \$ 3,990.00 | Full Time | Non-Exempt |
| Heavy Equipment Operator | 5 | \$ 2,496.00 | \$ 3,441.00 | Full Time | Non-Exempt |
| Laborer | 2 | \$ 1,999.00 | \$ 2,755.00 | Full Time | Non-Exempt |
| Maintenance Worker I | 4 | \$ 2,319.00 | \$ 3,197.00 | Full Time | Non-Exempt |
| Maintenance Worker II | 6 | \$ 2,688.00 | \$ 3,706.00 | Full Time | Non-Exempt |
| Police Chief | 14 | \$ 4,864.00 | \$ 6,705.00 | Full Time | Exempt |
| Police Clerk | 6 | \$ 2,688.00 | \$ 3,706.00 | Full Time | Non-Exempt |
| Police Investigator | 10 | \$ 3,616.00 | \$ 4,984.00 | Full Time | Non-Exempt |
| Police Lieutenant | 13 | \$ 4,515.00 | \$ 6,224.00 | Full Time | Non-Exempt |
| Police Officer | 8 | \$ 3,118.00 | \$ 4,299.00 | Full Time | Non-Exempt |
| Police Sergeant | 10 | \$ 3,616.00 | \$ 4,984.00 | Full Time | Non-Exempt |
| Police Trainee | 3 | \$ 2,153.00 | \$ 2,968.00 | Full Time | Non-Exempt |
| Pool Manager | 8 | \$ 3,118.00 | \$ 4,299.00 | Full Time | Exempt |
| Public Works Director (Superintendent) | 14 | \$ 4,864.00 | \$ 6,705.00 | Full Time | Exempt |
| Public Works Foreman | 8 | \$ 3,118.00 | \$ 4,299.00 | Full Time | Non-Exempt |
| Utilities Superintendent | 11 | \$ 3,893.00 | \$ 5,367.00 | Full Time | Non-Exempt |
| <i>Seasonal Swimming Pool Staff</i> | | | | | |
| Concession Clerk | \$7.25 - \$9.50 per hour | | | Part Time | Non-Exempt |
| Lifeguard | \$7.50 - \$10.00 per hour | | | Part Time | Non-Exempt |



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AGENDA STATEMENT

DATE: December 5, 2016
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Jamie Shockley, Interim City Manager
SUBJECT: Consider emergency purchase/repair of mixer gear box at wastewater treatment plant

DISCUSSION:

The gear box on the mixer has stopped functioning and must be replaced immediately to ensure redundancy at the wastewater treatment plant. To purchase a new unit, the total cost would be \$35,000; however, city staff researched alternatives to this and found a company that will sell the needed bearings and gears to rebuild the unit, as well as a contractor that has experience in rebuilding these gear boxes. The total cost to purchase materials and hire a contractor is \$18,406.

BUDGET IMPACT

The purchase is proposed to be made out of the Sewer Capital Equipment Fund. This fund has \$60,000 budgeted in 2016 and so far has spent \$2,014. There is adequate budget authority in the fund to cover the purchase.

ACTION NEEDED

Authorize the Public Works Director to utilize Tedrow Construction, LLC to make repairs to the gear box in the amount of \$5,500 and to purchase materials for repairs from IBT in the amount of \$12,906.

COMMERCIAL FARM LEASE

THIS LEASE, made this 15th day of March, 2015, by and between the City of Tonganoxie, constitutionally chartered municipal corporation in the state of Kansas, (hereinafter referred to as "LESSOR") and Jim Grinter Farms, Inc., hereinafter referred to as "LESSEE"):

WITNESSETH: IN CONSIDERATION of the payments and promises herein contained, the parties agree as follows:

I. PREMISES: The LESSOR, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the LESSEE, has leased and rented, and by these presents does lease and rent, unto the said LESSEE, and said LESSEE hereby agrees to lease and take upon the terms and conditions which hereinafter appear:

A tract of land located at approximately Kansas Avenue and 222nd Street, Tonganoxie, Kansas, and referenced as U. S. Department of Agriculture farm #4915 tract I0695, consisting of approximately 236.6 acres, more or less.

II. TERM: This lease shall last for three years, to commence on 15th of March 2015, and to terminate on 15 March, 2018. The LESSOR reserves the option, with the consent of LESSEE, prior to the termination of the initial term, to renew this Lease for another three-year term. Unless otherwise renewed, LESSEE shall surrender the premises to LESSOR immediately on termination of the lease. The third year is subject to either party's right to terminate without penalty.

III. RENTAL: The LESSEE hereby covenants and agrees to pay to the LESSOR as rent for said premises Six thousand one hundred fifty dollars (\$6,150.00) per year payable in two annual installments at the office of the LESSOR, or to such other address as LESSOR may from time to time designate by written notice to LESSEE. Rent shall be paid on or before the 1st day of June and the 1st day of December of each year.

IV. INSURANCE:

(a) LESSEE at its cost shall maintain on all its personal property, LESSEE'S improvements, and alterations, in, on, or about the leased premises, his own insurance.

(b) LESSOR shall at all times, at its expense, maintain property damage insurance, insuring against damage to the leased premises and liability insurance of at least one million dollars.

V. TAXES: (a) The LESSEE agrees to pay all taxes and assessments upon its own property.

VI. UTILITIES: No utilities are provided.

VII. RESTRICTIONS ON USE: The premises shall be used for farming operations of crop harvesting and or hay and related purposes and for no other purposes. No livestock operations are allowed. LESSEE will permit no liens to either attach or exist against the premises, nor commit any waste. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any way which would violate any law, ordinance, or restrictive covenant affecting the

premises, nor in any manner as would cause cancellation of, prevent the use of, or increase the rate of the standard form of fire and extended coverage insurance policy to be carried by LESSOR.

VIII. ACCEPTANCE AND REPAIRS:

(a) Acceptance of possession of the premises by LESSEE or payment of rent under this lease shall constitute acceptance by LESSEE of the premises AS IS.

(b) LESSEE shall, throughout the initial lease and all renewals and extensions thereof, at its expense, maintain in good order and repair the leased premises. LESSEE agrees to remove brush and weeds from the premises. LESSEE agrees to return the premises to LESSOR at the termination of this lease in as good condition and repair as of the LESSEE'S taking possession, reasonable wear and tear, and the elements alone excepted.

IX. ALTERATIONS: Any alterations cannot be made without the written authorization of LESSOR. Any alterations shall be made at LESSEE'S sole expense, unless otherwise agreed by LESSOR, and which do not adversely affect the structural integrity or appearance of the premises, and it shall make them in a good and workmanlike manner and in accordance with all valid requirements of municipal and other governmental authorities. All permanent structural improvements shall belong to the LESSOR and become part of the premises upon termination of this lease. LESSEE may construct and build or install in the premises racks, counters, shelves and other fixtures and equipment necessary for the LESSEE'S business, which fixtures and equipment shall at all times be and remain the property of the LESSEE, and LESSEE shall have the right at any time and LESSEE may be required by LESSOR upon the termination of this lease to remove all or part of such, racks, counters, shelves and other fixtures from the premises. LESSEE shall repair or reimburse LESSOR for the cost of repairing any damage to said premises resulting from the installation or removal of such items.

X. DESTRUCTION OR DAMAGE: Damages caused by storm, fire, lightning, earthquake, or other casualty shall not terminate this lease or abate any rent owed.

XI. CONDEMNATION: If the whole of the premises or such portion as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then, in either of said events, the terms hereby granted shall cease from the time when possession thereof is taken by public authorities, and rent shall be accounted for as between LESSOR and LESSEE as of that date. Such termination, however, shall be without prejudice to the rights of either LESSOR or LESSEE to recover compensation for damage caused by condemnation from the condemner. In the event the portion condemned is such that the remaining portion can, after restoration and repair, be made usable for LESSEE'S purposes, then this lease shall not terminate; however, the rent shall be reduced proportionately to the amount of the premises taken. In such event, LESSOR shall make such repairs as may be necessary as soon as the same can be reasonably accomplished. It is further understood and agreed that neither LESSEE nor LESSOR shall have any lights in any award made to the other by any condemnation authority.

XII. INGRESS AND EGRESS:

(a) LESSOR grants to LESSEE access to the premises upon and over all that portion of the access points to the property.

(b) Said access is given for the sole purpose of ingress and egress and it is agreed and understood that

this is not to be construed as an easement given to the exclusion of the LESSOR or to others granted a similar right.

(c) LESSEE shall have said right of way throughout the term of this lease and any extensions thereof.

(d) LESSEE shall keep such areas clear for use by others entitled to such use.

XIII. GOVERNMENTAL ORDERS: LESSEE agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of LESSEE'S occupancy or use of the Premises.

XIV. ASSIGNMENT AND SUBLETTING: LESSEE shall not without the prior written consent of LESSOR assign this lease or any interest hereunder, or sublet the premises or any part thereof, or permit the use of the premises by any party other than LESSEE. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the written consent of LESSOR. Any assignee of LESSEE, at option of LESSOR, shall become directly liable to LESSOR for all obligations of LESSEE hereunder, but no sublease or assignment by LESSEE shall relieve LESSEE of any liability hereunder.

XV. DEFAULT: (a) It is mutually agreed that in the event the LESSEE shall default in the payment of rent herein reserved, when due, and fails to cure said default within five days after written notice thereof from LESSOR; or if LESSEE shall default in performing any of the covenants, agreements, conditions, terms or provisions other than the payment of rent, and fails to cure such default within thirty (30) days after the entry of such order; or if voluntarily or involuntarily, LESSEE takes advantage of any debtor relief proceedings under any present or future law, whereby rent or any part thereof is, or is proposed to be reduced or payment thereof defeated; or if LESSEE'S effects should be levied upon or attached under process against LESSEE, and not satisfied or dissolved within thirty (30) day after written notice of LESSOR to LESSEE to obtain satisfaction thereof, then and in any such event LESSOR shall have the right at the option of the LESSOR, then or at any time thereafter shall such defaults continue, to elect either (1) to cure such defaults or defaults at the expense of LESSEE and without prejudice to any other remedies which he might otherwise have, any payment made or expenses incurred by LESSOR in curing such default with interest thereon at fifteen percent per annum (15%) to be and become additional rent to be paid by LESSEE within the next installment of rent falling due thereafter, or (2) to re-enter the premises, without notice, and dispossess LESSEE and anyone claiming under LESSEE, by summary proceeding or otherwise, and remove their effects, and take complete possession of the premises and either (1) declare this lease terminated and the term ended, or (2) elect to continue this lease in full force and effect, but with the right at any time thereafter to declare this lease terminated and the term ended. In such reentry the LESSOR may request that all persons leave the premises, and LESSEE hereby covenants in such event, for itself and all others occupying under the LESSEE, to peacefully yield up and surrender the premises to LESSOR. Should LESSOR declare this lease terminated and term ended, the LESSOR shall be entitled to recover from LESSEE the rent and all other reasonable sums due and owing by LESSEE to the date of termination, plus reasonable costs of curing all of LESSEE'S defaults.

Existing at or prior to the date of termination, LESSEE shall remain liable for payment of the rent and other charges and costs imposed on LESSEE herein, in the amounts, at the times and upon the conditions as herein provided, and for reasonable attorney's fees.

No reentry by LESSOR or any action brought by LESSOR to oust LESSEE from the premises shall operate to terminate this lease unless LESSOR shall give written notice of termination to LESSEE, in which event LESSEE'S liability shall be as above provided. No right or remedy granted to LESSOR herein is intended to be exclusive of any other right or remedy, and each and every such right and remedy provided herein shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or in equity or by statute. In the event of termination of this lease, LESSEE waives any and all rights to redeem the premises either given by any statute now in effect or hereafter enacted.

XVI. SURRENDER: On or before the termination of the lease as herein provided the LESSEE will surrender possession of the premises in as good condition and repair as when first received. LESSEE may (if not in default hereunder) prior to the termination of the Lease or any extension thereof, remove all fixtures and equipment (except those hereinbefore agreed to be the property of LESSOR) which LESSEE has placed in the premises, provided LESSEE repairs all damages to the premises caused by such removal.

XVII. SERVICE: LESSEE hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, the registered agent of the corporation or the person in charge of the premises at the time, or occupying the premises, and if no person is in charge or occupying the premises, then such service or notice may be made by mailing the same to the address of LESSEE listed herein.

XVIII. LEASE EXTENSION OR RENEWAL: This lease may be extended or renewed only upon the mutual agreement of LESSEE and LESSOR upon such terms as they negotiate.

XIX. TERMINATION: The LESSEE understands and acknowledges the LESSOR has the property for sale. The LESSOR shall have the right to remove all or a portion of the leased premises from use by the LESSEE in this lease. In the event a portion or all of the leased premises is removed by the LESSOR from this lease prior to the LESSEE'S completion of harvest of tillable ground LESSOR shall compensate LESSEE for any out-of-pocket expenses in preparing the ground for planting which shall include seeding or fertilizer; said compensation shall be calculated in the amount of \$57.47 per acre for each acre removed by LESSOR and that year's rental shall be reduced by that amount but shall not exceed the amount of the annual lease payment.

XX. NOTICES: Any notice required or permitted to be given hereunder shall be sufficient if in writing and hand delivered or sent by U.S. Certified Mail, postage prepaid, to the LESSEE at the Premises or to the LESSOR at the address set forth on the signature page hereof. LESSOR may change said address by giving LESSEE written notice of such change. Notice given in the manner provided in this paragraph shall be deemed received by the party to whom it is addressed on the date it is hand delivered or on the third calendar day following the date on which said notice is deposited in the United States Mail.

XXI. STRIKE, WAR OR ACTS OF GOD: The time within which LESSOR is obligated hereunder to construct, repair or perform any other act required under the terms of this lease shall be extended and the performance excused when the delay is occasioned by strikes, threats of strikes, lockouts, war, threats of war, bombing, insurrection, invasions, acts of God, calamity, violent action of the elements, fire, action or regulation of any governmental agencies, laws, or ordinances, impossibility or impracticability of obtaining materials, and other things beyond the reasonable control of LESSOR.

XXII. MISCELLANEOUS:

(a) It is hereby understood and agreed that LESSOR may post signs upon the property which do not materially interfere with LESSEE'S use of the property.

(b) No termination of this lease by any manner whatsoever shall affect LESSOR's right to collect rent for the period prior to termination thereof.

(c) If any rent owing under this lease is collected by or through an attorney at law, LESSEE agrees to pay LESSOR'S reasonable attorney's fees.

(d) LESSEE agrees that this lease at all times shall be subject to and subordinate to the lien of any security deed that may be placed on the premises by LESSOR, and LESSEE agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination; provided however, that as a condition to this subordination provision the LESSOR shall obtain from any such holder of a security deed an agreement in writing, which shall be delivered to LESSEE, providing in substance that so long as LESSEE shall faithfully discharge the obligations on its part to be kept and performed under the terms of this lease, its tenancy shall not be disturbed, nor shall this lease be affected by any default under such security deed, and in the event of foreclosure or any enforcement of any such security deed, the rights of LESSEE shall expressly survive, and this lease shall in all respects continue in full force and effect, provided, however, that LESSOR fully performs all its obligations hereunder.

(e) Titles or captions of articles or sections contained in this lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope hereof or the intent of any provision, and shall not constitute a part hereof.

(f) No changes, alterations, modifications, additions, qualifications or amendments to the terms of this lease shall be made or be binding unless made in writing and signed by all the parties herein.

(g) If any terms or part of this lease or the application to any person or circumstances shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity, legality, or enforceability of the remaining part of such term, or any other term, nor the application to any other person or circumstances shall in any way be affected thereby.

(h) No failure of either party to exercise any power given hereunder, or to insist upon strict compliance by the other of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either's right to demand exact compliance with the terms hereof.

(i) The waiver by any party of a breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

(j) Time is of the essence of this Agreement.

(k) LESSOR as used herein shall include the LESSOR and LESSOR'S heirs, representatives, executors, administrators, successors, assigns and successors in title to the premises. "LESSEE" shall include the LESSEE and LESSEE'S heirs, representatives, executors, administrators, successors, and assigns, and if this lease shall be validly assigned, or sublet, shall also include LESSEE'S assignees or sub lessee as to the premises covered by such assignment or sublease. "LESSOR" and "LESSEE" include male and female, singular and plural, corporation, partnership, or individual as may fit the particular parties.

(m) The interpretation, validity, and enforceability of this lease and the rights of the parties shall be interpreted, construed, and governed according to the laws of the State of Kansas.

(n) This lease may be executed in any number of counterparts, each if which shall be deemed an original, and all so executed shall constitute one and the same agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

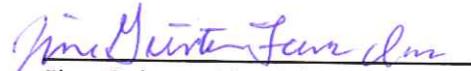
(o) LESSEE shall be responsible for its own security and LESSOR shall have no obligation for the safety or condition of any of LESSEE'S property whether indoors or out of doors.

(p) LESSOR agrees to pay for the cost of any repairs to the property to maintain compliance with U. S. Department of Agriculture Soil Conservation Agency regulations. In the event the LESSOR declines to pay for any such required repairs this lease may be terminated by LESSEE and the LESSOR shall be liable to LESSEE'S costs as provided in Section XIX.

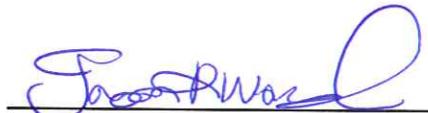
IN WITNESS WHEREOF, the parties have executed this lease effective the date first above written.

Jim Grinter Farms, Inc., Lessee

City of Tonganoxie, Lessor



Jim Grinter, President
by Ted L. Grinter



Jason K. Ward, Mayor

ATTEST:



Nathan D. McCommon, City Clerk