

CITY OF TONGANOXIE
321 S. DELAWARE 913-845-2620
April 17, 2017
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 April 3, 2017

III. Consent Agenda

- a) Review Bill Payments

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 1422: Amending the City Code Relating to Contractor’s Licensing Requirements
- b) Consider approval of agreement with Tongie Tidal Waves for 2017 Pool Season
- c) Consider approval of accounts payable policy
- d) City Manager Agenda
 - 1. Brush pick-up update
 - 2. March Financial Report
 - 3. Quarterly Treasurer’s Report
- e) City Attorney Agenda
- f) Mayor Agenda
- g) Mayor Pro Tem Agenda
- h) City Council Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting
April 3, 2017
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 City Manager George Brajkovic, Assistant City Manager Jamie Shockley, and Interim City Attorney Keyta Kelly.

Approval of Minutes and Consent Agenda

- Mr. Gilner moved to approve the minutes from March 20, 2017. Ms. Reed seconded. All ayes. Motion carried.
- Mr. Gilner moved to approve the consent agenda including Pay Ordinance A-1800. Ms. Reed seconded. All ayes. Motion carried.

Open Agenda-

- Monica Gee addressed the council and gave an update about Bike Across Kansas.

Old Business - None

New Business

Consideration of Pool Pass Donation to Basehor Elementary School

- Mr. Brajkovic explained the request.
- Ms. Reed moved to donate a family season pass to Basehor Elementary School for use at their annual silent auction fundraiser. Mr. Gilner seconded. All ayes. Motion carried.

Second Reading: Ordinance 1420: Imposing a three-quarters percent (0.75%) city-wide sales tax for general purposes

- Mr. Brajkovic reviewed the ordinance and explained that the ordinance was consistent with the ballot language and resolution formerly approved by the Council.
- Mr. Donnelly moved to approve Ordinance 1420. Mr. Gilner seconded. All ayes. Motion carried.

Consider approval of engaging TBS Electronics to Re-Program Fire and Police Radios

- Mr. Brajkovic explained that the Police Department and Fire Department currently do not have a way to communicate with one another in the event of an emergency on their radios. The radios are in need of optimization. The radios have historically been overseen by Leavenworth County Emergency Manager; however, staff requested the Council to approve an expenditure up to \$5,000 to engage TBS Electronics to optimize the City's public safety radios. This optimization will allow the departments to speak to one another and other agencies in the region during emergency situations.
- Ms. Reed moved to engage TBS Electronics to reprogram and optimize the City of Tonganoxie's radios at a cost not to exceed \$5,000. Mr. Oroke seconded. All ayes. Motion carried.

City Manager Agenda

Consider approval of paying bills once per week

- Ms. Shockley explained the issue with only paying bills twice per month and requested the council consider allowing staff to process bill payments once per week. Mr. Donnelly moved to allow staff to pay bills that are routine in nature once per week effective immediately and requested city staff come back at the next council meeting with an accounts payable policy and process. Mr. Truesdell seconded. All ayes. Motion carried.

Appraisal on city shop

- Mr. Brajkovic explained the appraisal results and sought direction from the council on what action, if any, they wanted to take on selling the old city shop at this time. The Council said they'd like to wait until a location for the library has been established and a plan for the sales tax revenue is determined.

Mayor Agenda

Recycling Drop Off Locations

- Ms. Shockley explained the history with the recycling drop off locations and why they are no longer available within the City.

Mayor Pro Tem Agenda – Nothing

City Council Agenda - Nothing

Open Agenda

- Shawn Linenberger addressed the Council and invited them to come hear a speaker, hosted by the Southern Leavenworth County Leadership Development Program, on Wednesday, April 19 from 5:30 to 7:30 in the Chieftain Room at the high school.

With no further business, Mr. Gilner made a motion to adjourn the meeting. Ms. Reed seconded. All Ayes. Motion carried. Meeting adjourned at 7:54 p.m.



Office of the City Manager
AGENDA STATEMENT

DATE: April 17, 2017
TO: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Amending City Code Relating to Contractor's Licensing requirements for outdoor plumbing repairs

DISCUSSION:

Chapter IV, Article 12, section 4-1202 of the City Code relates to licensing requirements for mechanical, electrical and plumbing contractors working within the City of Tonganoxie. As it currently reads, to obtain a license of the municipality, a contractor must present a current, active contractor license from Johnson County. To be eligible for the Johnson County license, contractors must fulfill one of the following:

- A) Pass a nationally recognized test of master level in at least one of the following:
 - 1. Mechanical code;
 - 2. Electrical code;
 - 3. Plumbing code; or
- B) Possess a Bachelor of Science degree in architecture of the relevant code, engineering of the relevant code, construction science, or construction management from an accredited college or University.

While Staff recognizes the necessity for these standards for the work done inside our resident's homes, it has presented some issue for work done exclusively outside of the home. To be precise:

- 1) Increased cost of contractors meeting the requirements above for excavation type of work, and
- 2) Lost opportunity for local contractors to engage in excavation type work outside of the home.

Thus, staff is asking to amend the existing code to exclude the licensing requirement for only exterior plumbing work.

Budget Impact:

No additional budget impact.

Action Needed:

No action needed, as this is the first reading of the ordinance.

cc: Kent Heskett, Public Works Director

ORDINANCE NO. 1422

AMENDING CHAPTER IV, ARTICLE 12, SECTION 4-1202 OF THE CITY CODE AND RELATING TO THE LICENSING REQUIREMENTS FOR CONTRACTORS WORKING WITHIN THE CITY OF TONGANOXIE

Section 1. That Chapter IV, Article 12, Section 4-1202 of the City Code, is hereby amended to read:

The municipality requires a contractor that performs mechanical, electrical, and interior plumbing work in the city limits that requires a permit and inspection must be licensed by the municipality. Exterior plumbing does not require a license.

To obtain a license of the municipality, a contractor must present a current, active contractor license from Johnson County, Kansas. To be eligible to obtain a license through Johnson County, the applicants must fulfill one of the following:

- (a) Pass a nationally-recognized test of the master level in at least one of the following:
 - (1) Mechanical code;
 - (2) Electrical code;
 - (3) Plumbing code; or

- (b) Possess a bachelor of science degree in architecture of the relevant code, engineering of the relevant code, construction science, or construction management from an accredited college or university.

Section 2. REPEAL. To the extent any other Ordinance of the City of Tonganoxie is inconsistent herewith, the same is repealed.

Section 3. Effective Date. That this ordinance shall take effect and be in force from and after its passage, approval, and publication in the Tonganoxie Mirror, the official newspaper of the City of Tonganoxie, Kansas.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS, ON THIS 1st DAY OF MAY, 2017

(Seal)

Jason K. Ward, MAYOR

ATTEST:

Patty Hagg, CITY CLERK



Office of the City Manager
AGENDA STATEMENT

DATE: April 17, 2017
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Jamie Shockley, Assistant City Manager
SUBJECT: Lease Agreement with Janet Falk for Tongie Tidal Waves

DISCUSSION:

Janet Falk of Tongie Tidal Waves, a community swim team, is requesting to use the Tonganoxie Water Park for swim team practice and meets. For the past several years, the group has rented the Water Park during its summer season, which runs from the end of May through the beginning of July. The rental constitutes a series of private events that are closed to the public.

Attached for the Council's consideration is a lease agreement, which defines the terms of private use, including schedule, payments, insurance requirements, and pool rules. This year's agreement contains identical terms of the leases from the prior two years.

Practices are anticipated to occur early Monday through Thursday mornings prior to public hours. Total estimated rental time of the Water Park is approximately 61 hours.

Budget Impact:

No additional budget impact. The revenues and expenditures for the Water Park are budgeted according to historical precedent.

Action Needed:

Make a motion to approve the lease agreement with Tongie Tidal Waves for the 2017 season.

FACILITY USE LEASE

THIS LEASE is made this 17th day of April, 2017 between the City of Tonganoxie (City), a constitutionally chartered municipal corporation in the state of Kansas, and Janet Falk (Lessee), whereby Lessee shall lease the Tonganoxie Water Park (Premises) under the terms and conditions contained in this Lease.

In consideration of the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

PART I SPECIAL TERMS AND CONDITIONS

Sec. 1 Leased Space

The City grants to Lessee permission to use the Premises upon the terms and conditions specified in this Lease and will otherwise close the Premises to the public. "Premises" is further defined as the Tonganoxie Water Park, which is bounded by 2nd Street on the north, Main Street on the west, Pleasant Street on the east, and 3rd Street on the south, including the buildings, swimming pool, furnishings, parking spaces, green spaces, and appurtenances.

Sec. 2 Lease Schedule

The event of the Lessee (Event) under the terms of this Lease on the Premises shall only take place upon the dates and specified times as defined in Addendum A.

Sec. 3 Payment

- A. The Lessee agrees to pay as and for rental of the Premises the rate(s) as defined in Addendum A. Lessee shall pay for any City staff time that is required beyond the time limits of this Lease at a rate of time and one half per half-hour increment due to any cause or act by Lessee or Lessee's guests.
- B. Rental includes the time that City staff open the Premises for the leased purposes until the Event is completed.
- C. A refundable cleaning and damage deposit of \$100.00 will be required upon execution of this Lease.
- D. Lessee will make payments in accordance with the terms of Addendum A.
- E. At 12:01 AM seven days prior to the first date of occupancy under the terms of this Lease, Lessee shall have no right to any refund of rent payments due to cancellation by Lessee. However, the City may refund the cleaning and damage deposit to the extent that Lessee or Lessee's guests made no use of the Premises.

Sec. 4 Cancellation

Lessee agrees and understands that the City has the right to cancel and terminate this Lease if the payment schedule or all other obligations of Lessee hereunder are not strictly performed. In the event of any cancellation or termination by the City or Lessee, the City has the right to retain the non-refundable deposit, not as liquidated damages but as payment for administrative costs associated with negotiation and preparation of this Lease. Otherwise, the deposit shall be applied against funds due the City under this Lease. Should Lessee cancel or fail to hold scheduled event, or if Lessee fails to make the necessary payments as provided

herein, without prior written approval from the City Administrator, all payments previously received from Lessee as a deposit or rental shall become the property of the City and shall not be refunded or transferred.

Sec. 5 Notices

All notices required by this Lease shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

To City:

Pool Manager
P.O. Box 326
Tonganoxie, Kansas 66086
Phone: (913) 845-2620 Facsimile: (913) 845-9760

To Lessee:

Janet Falk
Tonganoxie Tidal Waves
11263 230th Street
Linwood, Kansas 66052
Phone: (913) 369-5208
tongieswim@gmail.com

All notices are effective on the date mailed or deposited with courier.

Sec. 5 Merger

This Lease consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Lease, including any Attachments and incorporated documents, constitutes the entire Lease between the City and Lessee with respect to this subject matter.

Sec. 6 Conflict between Lease Parts

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Lease, Part I will be controlling.

Sec. 7 Term of Lease

This Lease shall begin on the Effective Date and shall terminate at the end of the day July 31, 2017. The term of this Lease may be extended by mutual, written consent of the City and Lessee for a time not to exceed the 2017 water park season.

Sec. 8 Responsibilities of City

- A. The City will provide sufficient staff, as determined by the Pool Manager or Pool Manager's superior, to ensure the safety of guests of the Event.
- B. The City will provide for proper and adequate functionality of the Premises as is customary for general public use, including, but not limited to, water chemistry, showers and restrooms, utilities, and secure access.

Sec. 9

Attorney Services Certification

Lessee certifies that at the time of the issuance of the Lease, either in an individual or firm capacity, Lessee does not represent any part in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal part, where the litigation has been filed with the Lease of the City and the party represented by the attorney, or where the council has otherwise waived this requirement.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

- i. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
- ii. **Lessee's Agents** means Lessee's officers, employees, sub-consultants, subLessees, successors, assigns, invitees, and other agents.
- iii. **City** means City of Tonganoxie and its agents, officials, officers and employees.

B. Lessee's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of the City, shall be limited to the coverage and limits of insurance that Lessee is required to procure and maintain under this Lease. Lessee affirms that it has had the opportunity to recover the costs of the liability insurance required in this Lease in its contract price.

C. Lessee shall defend, indemnify and hold harmless the City from and against all claims arising out of or resulting from all acts or omissions in connection with this Lease caused in whole or in part by Lessee or Lessee's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Lessee is not obligated under this Section to indemnify the City for the sole negligence of the City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Lease.

Sec. 2. Independent Agency.

Lessee is an independent agent and is not the City's agent. Lessee has no authority to take any action or execute any documents on behalf of the City.

Sec. 3. Insurance.

A. Unless otherwise waived by the City in writing, Lessee shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Lease, Lessee shall supply such insurance at the City's cost. Policies containing a Self-Insured Retention are unacceptable to the City.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds

- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. If applicable, Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Lease, by Lessee.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

A. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Lease. Lessee shall provide to the City at execution of this Lease a certificate of insurance showing all required endorsements and additional insureds.

B. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas.

C. Regardless of any approval by the City, liability is the responsibility of Lessee and should maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Lessee's failure to maintain the required insurance in effect, the City may order Lessee to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Lease as provided for herein and by law.

Sec. 4. Governing Law.

This Lease shall be construed and governed in accordance with the law of the State of Kansas. The parties submit to the jurisdiction of the courts of Leavenworth County and the State of Kansas and waive venue.

Sec. 5. Compliance with Laws.

Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Lease.

Sec. 6. Default and Remedies.

If Lessee shall be in default or breach of any provision of this Lease, the City may terminate this contract, suspend the City's performance, withhold payment or invoke any other legal or equitable remedy after giving Lessee notice and opportunity to correct such default or breach.

Sec. 7. Waiver.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Lease can be waived except by written consent of the City, and forbearance or

indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Lessee to which the same may apply and, until complete performance by Lessee of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Lease or by law despite any such forbearance or indulgence.

Sec. 8. Modification.

Unless stated otherwise in this Lease, no provision of this Lease may be waived, modified or amended except in writing signed by the City.

Sec. 9. Headings; Construction of Lease.

The headings of each section of this Lease are for reference only. Unless the context of this Lease clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 10. Severability of Provisions.

Except as specifically provided in this Lease, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds that the valid provisions of this Lease are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Lease could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 11. Audit.

- A. The City Administrator or designee shall have the right to audit this Lease and all books, documents and records relating thereto.
- B. Lessee shall maintain all its books, documents and records relating to this Lease during the contract period and for three (3) years after the date of final payment.
- C. The books, documents and records of Lessee in connection with this Lease shall be made available to the City Administrator or designee within ten (10) days after the written request is made.

Sec. 12. Assignability or Subcontracting

Lessee shall not subcontract, assign or transfer any part or all of Lessee's obligations or interests without the City's prior approval. If Lessee shall subcontract, assign, or transfer any part of Lessee's interests or obligations under this Lease without the prior approval of the City, it shall constitute a material breach of this Lease.

Sec. 13. Conflicts of Interest.

Lessee certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Lease, and that no officer or employee of the City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Lessee in this Lease.

THIS LEASE CONTAINS INDEMNIFICATION PROVISIONS

IN WITNESS WHEREOF, Lessee and the City have caused this Facility Use Lease to be duly executed as set forth below.

Lessee

I hereby certify that I have authority to execute this document

By: _____

Printed: _____

Title: _____

City of Tonganoxie, Kansas

a constitutionally chartered municipal corporation

By: _____

Nathan D. McCommon

Title: City Manager

Addendum A

Sect. 1 Usage Schedule

Lessee is the organizer and responsible party for a private community swim team for children, Tongie Tidal Waves. The Lessee will use the Premises up to sixty-one hours according to the following year 2016 schedule:

- PRACTICE:
 - 2017 Swim team schedule for the pool: (\$10.00 per hour)
 - May 30th = 2 hours = \$20.00
 - May 31st = 2 hours = \$20.00
 - June 1st = 2 hours = \$20.00
 - June 2nd = 2 hours = \$20.00
 - June 5th = 2 hours = \$20.00
 - June 6th = 2 hours = \$20.00
 - June 7th = 2 hours = \$20.00
 - June 8th = 2 hours = \$20.00
 - June 9th = 5 hours X 3 lifeguards = \$150.00
 - June 12th = 2 hours = \$20.00
 - June 13th = 2 hours = \$20.00
 - June 14th = 2 hours = \$20.00
 - June 15th = 2 hours = \$20.00
 - June 16th = 5 hours X 3 lifeguards = \$150.00
 - June 19th = 2 hours = \$20.00
 - June 20th = 2 hours = \$20.00
 - June 21st = 2 hours = \$20.00
 - June 22nd = 2 hours = \$20.00
 - June 26th = 2 hours = \$20.00
 - June 27th = 2 hours = \$20.00
 - June 28th = 2 hours = \$20.00
 - June 29th = 6 hours X 3 lifeguards = \$180.00
 - June 30th = 6 hours X 3 lifeguards = \$180.00
 - Total = \$ 1,040.00

Sect. 2 Fee Rate

The fee for reserving the Premises will be \$10 per hour for swim practice and \$30 per hour for swim meets for a total fee of \$1040. Lessee is not required to pay standard rental rates or for the costs of City staff time during the scheduled times as described in Section 1 herein.

Sect. 3 Payment Schedule

One half of the total fee due, or \$520, shall be paid to the City, in a form acceptable to the City, no later than the close of business May 26, 2017. The balance shall be paid no later than July 31, 2017. The City will send the payment invoice pursuant to Part 1, Section 5 of this Lease herein.

Sect. 4 Rain Provision

If the City Administrator or Pool Manager determines that inclement weather or an act of God would unduly hinder or pose unreasonable risk to holding the Event or part of the Event, the City will reduce the total amount of rent due by Lessee in applicable hourly increments for such determined time. However, if

Addendum A

the Lessee schedules, with City approval, an alternate day and time in lieu of the missed time, the Lessee will not be entitled to reduced rent.

If the Lessee believes that this Rain Provision applies to the Event, the Lessee must call by telephone or e-mail, with reasonable expediency, the Pool Manager (dshupe@tonganoxie.org) and either the Assistant City Manager (jshockley@tonganoxie.org) or the City Manager (nmcccommon@tonganoxie.org) to request a cancellation pursuant to Section 4 herein. The City will make the final determination of the applicability of this Rain Provision and respond to Lessee as promptly practicable.

Sect. 5 Water Park Rules

A. The following are prohibited on the Premises:

- | | |
|--------------------------------------|----------------------------------|
| 1. Fighting | 8. "Chicken" fighting |
| 2. Stealing | 9. Dunking |
| 3. Inappropriate language | 10. Over sized rafts |
| 4. Skate boarding | 11. Running on the pool deck |
| 5. Throwing people into the pool | 12. Drinking alcoholic beverages |
| 6. Disobeying lifeguards | 13. Smoking |
| 7. Flotation devices in the deep end | |

B. The following are required on the Premises:

1. Following all diving rules
2. Following all slide rules
3. Respect for all staff and visitors

C. Lifeguards and pool managers are authorized to expel any Event participant (swimming or not swimming) to leave the Premises for not obeying the Water Park Rules. Likewise, lifeguards may also expel an entire party if the participants cause sufficient risk that law enforcement has to be notified. Cancellation due to behavior is not eligible for any refund.

D. The Pool Manager and Pool Manager's superiors have the final authority of enforcement of the Water Park Rules.

E. Absolutely no alcoholic beverages are permitted on the Premises, and any individuals found under the influence of alcohol or other controlled substances will be required to immediately leave the Premises and may be subject to applicable law enforcement.



Office of the City Manager
AGENDA STATEMENT

DATE: April 17, 2017
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Jamie Shockley, Assistant City Manager
SUBJECT: March 2017 Financial Report

DISCUSSION:

As of March 31, or 25% through the fiscal year, the City collected 35% of budgeted revenues in all funds and spent 20% of budgeted expenditures.

Below are further highlights:

General Fund

Revenues

- Overall General Fund revenues are currently tracking at 37% of budget estimates. In March of 2017, General Fund revenues were tracking at 36% of budget estimates.
- Total sales tax revenue collected in the General Fund through March adds up to \$106,738, or 26% of budget estimates. Collections through March of this year came in at about \$14,000, or 13% more than what was collected through March of 2016.
- Use tax has collected \$25,395 in the General Fund through March. This equals 23% of budget estimates for the year. Collections through March show a slight decrease from what was collected through March of 2016.
- Property tax collection is currently tracking at 53% of budget estimates. A small property tax payment was received in March. The next larger payments will be received in June and October. 53% of property taxes had also been collected by this time last year.
- Building permits collected 78% of budget estimates through March. Collections so far this year are showing a 60% increase from what was collected through March of last year.
- Municipal court fines have collected 18% of budget estimates through March. Collections this year are showing a 41% decrease from this time last year; however, last year's collections were much larger than what we typically see in most years.
- Franchise fees have collected 28% of budget estimates through March. Collections this year are showing a 7% increase from what was collected through March of 2016, mostly due to increased payments from electric and gas utilities.

Expenditures

- Overall General Fund expenditures are tracking at 25% of budgeted expenditures as of the end of March. In 2016, General Fund expenditures were tracking at 25% of budgeted expenditures by the end of March.
- As of the end of March, 22% of the personal services budget has been expended in the General Fund, while 30% of contractual services, 16% of commodities, 19% of equipment, and 54% of the debt service budgets have been expended. The large costs associated with contractual services are due to increased professional services directly related to development review.

Utility Funds

- The Water Operations Fund is tracking at 26% of revenue estimates and 27% of budgeted expenditures. Specifically, water charges collected totaled \$197,895 making up 25% of budget estimates for the year. This is about the same as what was collected through March of 2016. The expenditures seem larger than they should be at this time of year, but that is due to a large payment made out of this fund in March to pay for the painting of the water tower. Other large expenditures included the annual licensing fees for the utility billing system.
- The Sewer Operations Fund is tracking at 28% of revenue estimates and 20% of budgeted expenditures. Revenues collected through March represent a 13% increase from what was collected at this time last year, a portion of which is due to increased revenue from sewer inspections. There was not a sewer rate increase in 2017.
- The Sanitation Fund is tracking at 25% of revenue estimates and 26% of budgeted expenditures. This fund has collected 1% more in revenue this year than it did this time last year. The trash rates for 2017 did not increase.

Other Funds

- The Special Highway Fund is tracking at 48% of revenue estimates for the year and 21% of budgeted expenditures. In March, this fund collected approximately \$7,000 in construction excise taxes, which are paid on new development when the building permit fee is paid. This fund also collected revenue from the county fuel tax in March.
- The Capital Projects Fund collected 31% of budget estimates for the year and spent 12% of the total budget authority. This fund's main revenue source is the countywide sales and use tax. So far this year, \$113,291 has been collected from this sales and use tax, which is a 4% increase from what was collected through March of 2016.
- The Water Park Sales Tax collected 27% of revenue estimates for the year, and collected 9%, or about \$10,000, more than what was collected through March of 2017.
- The Water Equipment and Sewer Equipment Reserve funds are performing exceptionally well. The Water Equipment Reserve fund has collected 90% of revenue estimates for the year through March and the Sewer Equipment Reserve Fund has collected 86%. The revenue in these funds comes from water taps and sewer inspections, which are paid on new development when the building permit fee is paid. The increase in development we've already seen this year is directly impacting the performance of these funds.

cc: Jeff Brandau, Police Chief
Kent Heskett, Public Works Director
Jack Holcom, Fire Chief



City of Tonganoxie, KS

Revenue Report Group Summary

For Fiscal: 2017 Period Ending: 03/31/2017

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2816958.00	2,816,958.00	183,595.38	1,029,532.98	-1,787,425.02	36.55 %
210 - Water Operations Fund	1154749.00	1,154,749.00	110,272.01	299,355.02	-855,393.98	25.92 %
220 - Sewer Operations Fund	775000.00	775,000.00	75,220.76	213,909.65	-561,090.35	27.60 %
230 - Sanitation Fund	341000.00	341,000.00	28,238.64	85,376.53	-255,623.47	25.04 %
310 - Transient Guest Tax	1500.00	1,500.00	0.00	0.00	-1,500.00	0.00 %
330 - Special Parks	5000.00	5,000.00	1,117.51	1,117.51	-3,882.49	22.35 %
340 - Special Highway	169500.00	169,500.00	11,258.90	81,607.48	-87,892.52	48.15 %
360 - Capital Projects	445000.00	445,000.00	58,805.45	138,290.61	-306,709.39	31.08 %
410 - Fire Equipment Reserve	82200.00	82,200.00	6,658.80	124,642.22	42,442.22	151.63 %
420 - Police Equipment Reserve	15000.00	15,000.00	547.98	3,091.02	-11,908.98	20.61 %
430 - Sewer Capital Reserve	30250.00	30,250.00	12,375.00	26,100.00	-4,150.00	86.28 %
440 - Water Capital Reserve	21000.00	21,000.00	9,000.00	19,000.00	-2,000.00	90.48 %
450 - Capital Reserve	20000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
500 - Debt, Bond, and Interest	864496.00	864,496.00	42,459.34	316,647.75	-547,848.25	36.63 %
Report Total:	6,741,653.00	6,741,653.00	539,549.77	2,338,670.77	-4,402,982.23	34.69 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Used
					Favorable (Unfavorable)	
100 - General Fund	2,816,958.00	2,816,958.00	183,595.38	1,029,532.98	-1,787,425.02	36.55 %
210 - Water Operations Fund	1,154,749.00	1,154,749.00	110,272.01	299,355.02	-855,393.98	25.92 %
220 - Sewer Operations Fund	775,000.00	775,000.00	75,220.76	213,909.65	-561,090.35	27.60 %
230 - Sanitation Fund	341,000.00	341,000.00	28,238.64	85,376.53	-255,623.47	25.04 %
310 - Transient Guest Tax	1,500.00	1,500.00	0.00	0.00	-1,500.00	0.00 %
330 - Special Parks	5,000.00	5,000.00	1,117.51	1,117.51	-3,882.49	22.35 %
340 - Special Highway	169,500.00	169,500.00	11,258.90	81,607.48	-87,892.52	48.15 %
360 - Capital Projects	445,000.00	445,000.00	58,805.45	138,290.61	-306,709.39	31.08 %
410 - Fire Equipment Reserve	82,200.00	82,200.00	6,658.80	124,642.22	42,442.22	151.63 %
420 - Police Equipment Reserve	15,000.00	15,000.00	547.98	3,091.02	-11,908.98	20.61 %
430 - Sewer Capital Reserve	30,250.00	30,250.00	12,375.00	26,100.00	-4,150.00	86.28 %
440 - Water Capital Reserve	21,000.00	21,000.00	9,000.00	19,000.00	-2,000.00	90.48 %
450 - Capital Reserve	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
500 - Debt, Bond, and Interest	864,496.00	864,496.00	42,459.34	316,647.75	-547,848.25	36.63 %
Report Total:	6,741,653.00	6,741,653.00	539,549.77	2,338,670.77	-4,402,982.23	34.69 %



City of Tonganoxie, KS

Fund Balance Report

As Of 03/31/2017

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	433,821.49	1,029,532.98	714,916.62	748,437.85
210 - Water Operations Fund	362,025.50	299,355.02	304,991.50	356,389.02
220 - Sewer Operations Fund	273,231.74	213,909.65	153,497.39	333,644.00
230 - Sanitation Fund	120,859.99	85,376.53	90,313.23	115,923.29
310 - Transient Guest Tax	1,527.94	0.00	0.00	1,527.94
330 - Special Parks	15,042.12	1,117.51	0.00	16,159.63
340 - Special Highway	148,974.25	81,607.48	35,495.00	195,086.73
360 - Capital Projects	177,233.68	138,290.61	56,086.79	259,437.50
410 - Fire Equipment Reserve	96,449.74	124,642.22	5,770.83	215,321.13
420 - Police Equipment Reserve	15,610.44	3,091.02	2,792.00	15,909.46
430 - Sewer Capital Reserve	308,031.66	26,100.00	1,727.25	332,404.41
440 - Water Capital Reserve	273,325.28	19,000.00	14,800.00	277,525.28
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	249,920.65	316,647.75	27,373.38	539,195.02
Report Total:	2,476,969.51	2,338,670.77	1,407,763.99	3,407,876.29



City of Tonganoxie, KS

Expenditure Report Group Summary

For Fiscal: 2017 Period Ending: 03/31/2017

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2916958.00	2,916,958.00	264,302.68	714,916.62	2,202,041.38	24.51 %
210 - Water Operations Fund	1149290.00	1,149,290.00	164,940.78	304,991.50	844,298.50	26.54 %
220 - Sewer Operations Fund	775000.00	775,000.00	53,623.60	153,497.39	621,502.61	19.81 %
230 - Sanitation Fund	341000.00	341,000.00	32,328.16	90,313.23	250,686.77	26.48 %
310 - Transient Guest Tax	1500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
330 - Special Parks	5000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
340 - Special Highway	169500.00	169,500.00	0.00	35,495.00	134,005.00	20.94 %
360 - Capital Projects	482092.00	482,092.00	9,591.64	56,086.79	426,005.21	11.63 %
410 - Fire Equipment Reserve	132200.00	132,200.00	5,457.32	5,770.83	126,429.17	4.37 %
420 - Police Equipment Reserve	50000.00	50,000.00	2,003.00	2,792.00	47,208.00	5.58 %
430 - Sewer Capital Reserve	220000.00	220,000.00	0.00	1,727.25	218,272.75	0.79 %
440 - Water Capital Reserve	50000.00	50,000.00	10,885.00	14,800.00	35,200.00	29.60 %
450 - Capital Reserve	20000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
500 - Debt, Bond, and Interest	864496.00	864,496.00	0.00	27,373.38	837,122.62	3.17 %
Report Total:	7,177,036.00	7,177,036.00	543,132.18	1,407,763.99	5,769,272.01	19.61 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2,916,958.00	2,916,958.00	264,302.68	714,916.62	2,202,041.38	24.51 %
210 - Water Operations Fund	1,149,290.00	1,149,290.00	164,940.78	304,991.50	844,298.50	26.54 %
220 - Sewer Operations Fund	775,000.00	775,000.00	53,623.60	153,497.39	621,502.61	19.81 %
230 - Sanitation Fund	341,000.00	341,000.00	32,328.16	90,313.23	250,686.77	26.48 %
310 - Transient Guest Tax	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
330 - Special Parks	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
340 - Special Highway	169,500.00	169,500.00	0.00	35,495.00	134,005.00	20.94 %
360 - Capital Projects	482,092.00	482,092.00	9,591.64	56,086.79	426,005.21	11.63 %
410 - Fire Equipment Reserve	132,200.00	132,200.00	5,457.32	5,770.83	126,429.17	4.37 %
420 - Police Equipment Reserve	50,000.00	50,000.00	2,003.00	2,792.00	47,208.00	5.58 %
430 - Sewer Capital Reserve	220,000.00	220,000.00	0.00	1,727.25	218,272.75	0.79 %
440 - Water Capital Reserve	50,000.00	50,000.00	10,885.00	14,800.00	35,200.00	29.60 %
450 - Capital Reserve	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
500 - Debt, Bond, and Interest	864,496.00	864,496.00	0.00	27,373.38	837,122.62	3.17 %
Report Total:	7,177,036.00	7,177,036.00	543,132.18	1,407,763.99	5,769,272.01	19.61 %

**CITY OF TONGANOXIE, KANSAS
SUMMARY OF RECEIPTS, DISBURSEMENTS & CASH BALANCES
FOR 1ST QUARTER ENDED MARCH 31, 2017**

	12/31/2016			3/31/2017	
	BEGIN. BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	
GENERAL	\$ 433,821	\$ 1,029,533	\$ 714,917	\$ 748,437	
Enterprise Funds					
WATER	\$ 362,026	\$ 299,355	\$ 304,992	\$ 356,389	
SEWER	\$ 273,232	\$ 213,910	\$ 153,497	\$ 333,644	
SANITATION	\$ 120,860	\$ 85,377	\$ 90,313	\$ 115,923	
SEWER CAP IMPROVEMENT	\$ 308,032	\$ 26,100	\$ 1,727	\$ 332,404	
WATER CAP IMPROVEMENT	\$ 273,325	\$ 19,000	\$ 14,800	\$ 277,525	
Special Revenue Funds					
TRANSIENT GUEST TAX	\$ 1,528	\$ -	\$ -	\$ 1,528	
LIBRARY	\$ 11,403	\$ 174,032	\$ 179,258	\$ 6,177	
LAW ENFORCEMENT TRUST	\$ 1,606	\$ 100	\$ -	\$ 1,706	
SPECIAL PARKS	\$ 15,042	\$ 1,118	\$ -	\$ 16,160	
Debt Service Funds					
DEBT SERVICE	\$ 229,360	\$ 316,548	\$ 27,373	\$ 518,634	
WATER PARK SALES TAX	\$ 6,820	\$ 99,273	\$ 101,273	\$ 4,820	
Capital Projects Funds					
SPECIAL HIGHWAY	\$ 148,974	\$ 81,607	\$ 35,495	\$ 195,087	
EQUIPMENT RESERVE	\$ 915	\$ -	\$ -	\$ 915	
CAPITAL PROJECTS	\$ 177,234	\$ 138,291	\$ 56,087	\$ 259,438	
POLICE DEPT EQUIP RESERVE	\$ 15,610	\$ 3,091	\$ 2,792	\$ 15,909	
FIRE DEPT EQUIP RESERVE	\$ 96,450	\$ 124,642	\$ 5,771	\$ 215,321	
TOTALS	\$ 2,476,238	\$ 2,612,076	\$ 1,688,295	\$ 3,400,019	

OUTSTANDING DEBT

GENERAL OBLIGATION BONDS				
2000 4th Street Improvement	\$ 55,000			
2002 Water Improvements	\$ -			
2006 So Water Tower	\$ 45,000			
2007A PW Facility	\$ 990,000			
2007B Water Park	\$ 460,000			
2009 Streets	\$ 1,020,000			
2010 A Streets	\$ 825,000			
2013A Industrial Park	\$ 1,615,000			
2013B Refunding Rev. Loans	\$ 5,320,000			
Sub-Total	\$ 10,330,000			
OTHER OBLIGATIONS				
Lease Purchases	\$ 1,075,418			
Ball Fields - Rec Commission	\$ 262,178			
Radio Lease	\$ 15,147			
County Road 1	\$ 800,000			
Sub-Total	\$ 2,152,743			
Grand Total	\$ 12,482,743			

I, JoAnn Ferguson, Treasurer of the City of Tonganoxie, do hereby certify that the above statement is correct.

Attest:
Subscribed and sworn before me this 17th Day of April, 2017

Signed: JoAnn Ferguson, Treasurer

(Seal)

Signed: Jamie Shockley, Assistant City Manager