



*Note – This meeting may be transmitted via Facebook Live on the City of Tonganoxie page

Honorable Jason K. Ward, Mayor

Council Members

David Bennett

Rocky Himpel

Curtis Oroke

Kara Reed

Loralee Stevens

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated July 16, 2018

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. In order to speak during open agenda, you must sign up with your name and address with the city clerk or designee **before the meeting**. Comments will be limited to 3 minutes. Please wait to be recognized by the Mayor and **state your name and address** for the record.

V. Old Business

VI. New Business

- a) Public hearing: Setting the property tax levy for the 2019 budget
- b) Resolution 08-18-01: Expressing the property tax policy for the City of Tonganoxie
- c) Adoption of the 2019 budget
- d) Resolution 08-18-02: Approving Memorandum of Understanding with Tonganoxie Public Library
- e) Resolution 08-18-03: Resolution of Support to offer application for Moderate Income Housing RFP
- f) Ordinance 1445: Amending the Light Industrial District Zoning Ordinance to allow Daycare: Child Care Center (or) Preschool
- g) Resolution 08-18-04: Authorizing the Award of Bid to Little Joe's Asphalt for the 2018 Mill & Overlay Project
- h) Resolution 08-18-05: Authorizing Consumption of Alcoholic Beverages at Tonganoxie Public Library during Sunflower Stroll Event
- i) Consider Approval of Subscription Renewal with Seamless Docs
- j) City Manager Agenda
 - 1. June Financial Report & Q2 2018 Treasurer's Report
 - 2. Risk Pool Annual Contributions Update
 - 3. Shut Off Procedure Update

- k) City Attorney Agenda
- l) Mayor Pro Tem Agenda
- m) City Council Agenda
- n) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

CITY COUNCIL MEETING DRAFT MINUTES

July 16, 2018

7:00 p.m. Regular Meeting



Open Regular Meeting – 7:00 p.m.

I. PLEDGE OF ALLEGIANCE

- Mayor Ward opened the meeting at 7:00 p.m.
- Roll Call: Council members present were Mayor Ward, Mr. Himpel, Ms. Stevens, and Mr. Oroke. Ms. Reed and Mr. Bennett were absent. City Manager George Brajkovic, Assistant City Manager Dan Porter, and City Attorney Shannon Marcano were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

II. APPROVAL OF MINUTES – REGULAR MEETING DATED JULY 2, 2018

- Mr. Himpel made a motion to approve the draft minutes from the July 2, 2018 City Council meeting.
- Ms. Stevens seconded.
- Vote of all ayes, motion carried.

III. CONSENT AGENDA

- a) Review bill payments
- Mr. Himpel made a motion to approve the consent agenda.
- Mr. Oroke Seconded.
- Vote of all ayes, motion carried.

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. In order to speak during open agenda, you must sign up with your name and address with the city clerk or designee **before the meeting**. Comments will be limited to 3 minutes. Please wait to be recognized by the Mayor and **state your name and address** for the record.

- Jake Dale, 1023 Starla Court, addressed the City Council on the topic of the Planning Commission appointments on the agenda and offered his support for the recommendation received from the rest of the Planning Commission.

V. OLD BUSINESS

- No Items

VI. NEW BUSINESS

- a) Ordinance 1444: Kansas Gas Service Franchise Agreement
- Shannon Marcano introduced the item and described the recent negotiations with the utility company to reach the agreement in its current state. The agreed upon rate of gross receipts is increased to 5% from 4% with this

agreement, which is 15 years in duration. At 5 year intervals, both parties will have the opportunity to renegotiate with proper written notification 120 days in advance.

- **Ms. Stevens made a motion to approve Ordinance 1444.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

b) Resolution 07-18-02: First Amendment to Real Estate Contract of Sale Between Tongie 5, LLC, and the City of Tonganoxie

- Mr. Brajkovic introduced the item and delivered a brief presentation to the City Council.
- **Mr. Himpel made a motion to approve Resolution 07-18-02.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

c) Tongie Tidal Waves Year End Report

- Janet Falk addressed the City Council and delivered a report on the Tongie Tidal Waves 2018 season. She noted that this was her 10th season of leadership and that this year included 147 participants on the team and a meet competition record of 4-0.
- Mayor Ward thanked Ms. Falk for her comments and service and commended her efforts to provide an outstanding opportunity for youth in the community.

d) City Manager Agenda

1. June Financial Report and Q2 2018 Treasurer's Report

- Mr. Brajkovic noted that the financial report information will be prepared for the August 6, 2018 regular City Council meeting.

2. Vote to publish maximum tax levy for 2019

- Mr. Porter noted that this request is to authorize staff to publish notice of the budget public hearing to be held on August 6, 2018, which includes a description of the maximum tax levy associated with the 2019 budget.
- **Ms. Stevens made a motion to direct staff to publish notice of an August 6th public hearing on the 2019 proposed budget, including a maximum tax rate of \$1,844,912.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

e) City Attorney Agenda

f) Mayor Pro Tem Agenda

g) City Council Agenda

h) Mayor Agenda

1. Consideration of Planning Commission City and County Position Appointments

- Crystal Henson addressed the Council on her background and interest in serving on the Planning Commission.
- **Ms. Stevens made a motion to recommend Crystal Henson for appointment to a City position on the Planning Commission.**
- **Mr. Himpel seconded.**
- **Vote of all ayes, motion carried.**

- Howard Brewington addressed the Council on his background and interest in serving on the Planning Commission.
- Monica Gee addressed the Council on her experience with the Planning Commission and interest in continuing to serve.
- **Mr. Himpel made a motion to recommend Monica Gee for reappointment as a County position on the Planning Commission.**
- **Ms. Stevens seconded.**
- **Vote of 3 ayes, 1 nay (Mayor Ward), motion carried.**

VII. INFORMATION & COMMUNICATIONS (NO ACTION REQUIRED)

VIII. ADJOURN

- **Mr. Himpel made a motion to adjourn the meeting.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 7:36 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 07/12/2018 - 08/02/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0001	911 CUSTOM	07/13/2018	Regular	0.00	1,508.00	45132
0015	ALL SEASONS CAR WASH	07/13/2018	Regular	0.00	289.93	45133
0826	ANNA WOLF	07/13/2018	Regular	0.00	1,000.00	45134
0975	ASHLI BARBER	07/13/2018	Regular	0.00	75.00	45135
0046	BAY BRIDGE ADMINISTRATORS, LLC	07/13/2018	Regular	0.00	357.48	45136
0056	BLUE CROSS AND BLUE SHIELD	07/13/2018	Regular	0.00	25,981.57	45137
0749	BROADVOICE	07/13/2018	Regular	0.00	139.55	45138
0110	CODE PUBLISHING INC	07/13/2018	Regular	0.00	675.00	45139
0111	COLEMAN EQUIPMENT INC	07/13/2018	Regular	0.00	190.27	45140
0136	DELTA DENTAL PLAN OF KANSAS,IN	07/13/2018	Regular	0.00	1,889.44	45141
0974	EMILY ZIEGLER	07/13/2018	Regular	0.00	37.50	45142
0189	FIRST STATE BANK & TRUST	07/13/2018	Regular	0.00	871.43	45143
0205	GALL'S LLC	07/13/2018	Regular	0.00	32.99	45144
0207	GEIGER READY-MIX	07/13/2018	Regular	0.00	3,239.25	45145
0596	GEOFF SONNTAG	07/13/2018	Regular	0.00	600.00	45146
0224	HAMM QUARRIES & LANDFILL	07/13/2018	Regular	0.00	2,961.45	45147
0979	KANSAS REGISTER, KS SECRETARY OF STATE	07/13/2018	Regular	0.00	119.00	45148
0757	KC CLEAN	07/13/2018	Regular	0.00	300.00	45149
0391	LAWRENCE JOURNAL WORLD	07/13/2018	Regular	0.00	286.98	45150
0393	LAWRENCE MEMORIAL HOSPITAL	07/13/2018	Regular	0.00	283.00	45151
0966	LE UPFITTER LLC	07/13/2018	Regular	0.00	233.00	45152
0414	LINK-LITE NETWORKING, INC.	07/13/2018	Regular	0.00	1,680.00	45153
0857	MIDCONTINENT COMMUNICATIONS	07/13/2018	Regular	0.00	187.76	45154
0959	OFFICE OF THE KANSAS STATE TREASURER	07/13/2018	Regular	0.00	1,524.50	45155
0500	OREILLY AUTO PARTS	07/13/2018	Regular	0.00	386.55	45156
0542	QUILL	07/13/2018	Regular	0.00	185.89	45157
0548	RECORDNEWS	07/13/2018	Regular	0.00	838.65	45158
0555	RICOH USA, INC.	07/13/2018	Regular	0.00	651.31	45159
0579	SECURITY BENEFIT - 457	07/13/2018	Regular	0.00	2,356.92	45160
0594	SMITHEREEN PEST CONTROL	07/13/2018	Regular	0.00	198.00	45161
0628	TODD'S TIRE LLC	07/13/2018	Regular	0.00	18.00	45162
0641	TYLER TECHNOLOGIES	07/13/2018	Regular	0.00	2,491.25	45163
0658	VFW POST #9271	07/13/2018	Regular	0.00	25.00	45164
0671	WESTAR ENERGY	07/13/2018	Regular	0.00	15,985.69	45165
0984	1ST ATTACK ENGINEERING LLC	07/23/2018	Regular	0.00	2,303.08	45166
0003	AAA SCREENING	07/23/2018	Regular	0.00	35.00	45167
0913	AMINO BROTHERS CO. INC.	07/23/2018	Regular	0.00	360,885.77	45168
0025	APAC-KANSAS, INC	07/23/2018	Regular	0.00	458.16	45169
0985	ARMSCOR CARTRIDGE INC	07/23/2018	Regular	0.00	825.00	45170
0051	BG CONSULTANTS INC	07/23/2018	Regular	0.00	4,181.00	45171
0059	BOARD OF PUBLIC UTIL.-WATER	07/23/2018	Regular	0.00	26,024.48	45172
0064	BOUND TREE MEDICAL, LLC	07/23/2018	Regular	0.00	147.94	45173
0070	BROTHER' S MARKET	07/23/2018	Regular	0.00	377.25	45174
0982	CHRISTINA LINDHOLM	07/23/2018	Regular	0.00	75.00	45175
0099	CITY OF LEAVENWORTH	07/23/2018	Regular	0.00	340.00	45176
0111	COLEMAN EQUIPMENT INC	07/23/2018	Regular	0.00	58.91	45177
0113	COMMERCIAL AQUATIC SERVICES	07/23/2018	Regular	0.00	2,988.60	45178
0986	CYNTHIA FLETCHER	07/23/2018	Regular	0.00	82.92	45179
0955	DENHOLM HOME & LAWN	07/23/2018	Regular	0.00	66.00	45180
0142	DIV.OF HEALTH ENVIROMENT LAB	07/23/2018	Regular	0.00	1,076.00	45181
0938	E2 EMBROIDERY & SCREEN PRINTING	07/23/2018	Regular	0.00	470.00	45182
0189	FIRST STATE BANK & TRUST	07/23/2018	Regular	0.00	41,069.30	45183
0813	FREESTATE ELECTRIC COOPERATIVE	07/23/2018	Regular	0.00	1,361.00	45184
0246	HEATHER HOLEK	07/23/2018	Regular	0.00	16.00	45185

My Check Report

Date Range: 07/12/2018 - 08/02/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0284	JAYS UNIFORMS	07/23/2018	Regular	0.00	845.52	45186
0360	KEY EQUIPMENT & SUPPLY CO	07/23/2018	Regular	0.00	82.20	45187
0362	KIMBALL MIDWEST	07/23/2018	Regular	0.00	220.76	45188
0966	LE UPFITTER LLC	07/23/2018	Regular	0.00	283.85	45189
0426	LV COUNTY SHERIFF OFFICE	07/23/2018	Regular	0.00	825.00	45190
0857	MIDCONTINENT COMMUNICATIONS	07/23/2018	Regular	0.00	915.40	45191
0476	NATIONAL SIGN COMPANY INC.	07/23/2018	Regular	0.00	135.82	45192
0491	OLATHE WINWATER WORKS	07/23/2018	Regular	0.00	415.00	45193
0981	RAYNOR GARAGE DOORS OF KANSAS CITY	07/23/2018	Regular	0.00	820.00	45194
0549	REEVES-WIEDEMAN COMPANY	07/23/2018	Regular	0.00	596.00	45195
0617	TBS ELECTRONICS, INC.	07/23/2018	Regular	0.00	584.00	45196
0628	TODD'S TIRE LLC	07/23/2018	Regular	0.00	16.00	45197
0671	WESTAR ENERGY	07/23/2018	Regular	0.00	174.78	45198
0056	BLUE CROSS AND BLUE SHIELD	07/30/2018	Regular	0.00	28,011.20	45199
0189	FIRST STATE BANK & TRUST	07/30/2018	Regular	0.00	1,051.09	45200
0224	HAMM QUARRIES & LANDFILL	07/30/2018	Regular	0.00	1,789.20	45201
0243	HIMPEL LUMBER & BUILDING SUPPL	07/30/2018	Regular	0.00	441.73	45202
0330	KANSAS GAS SERVICE	07/30/2018	Regular	0.00	33.08	45203
0393	LAWRENCE MEMORIAL HOSPITAL	07/30/2018	Regular	0.00	90.00	45204
0399	LEAVENWORTH ASPHALT MATERIALS	07/30/2018	Regular	0.00	1,278.70	45205
0410	LIBERTY NATIONAL	07/30/2018	Regular	0.00	283.93	45206
0732	METLIFE - GROUP BENEFITS	07/30/2018	Regular	0.00	212.98	45207
0857	MIDCONTINENT COMMUNICATIONS	07/30/2018	Regular	0.00	114.99	45208
0458	MIDWEST PUBLIC RISK	07/30/2018	Regular	0.00	100,344.42	45209
0503	PACE ANALYTICAL SERVICES INC	07/30/2018	Regular	0.00	454.00	45210
0542	QUILL	07/30/2018	Regular	0.00	254.37	45211
0578	SECURITY BENEFIT	07/30/2018	Regular	0.00	338.33	45212
0579	SECURITY BENEFIT - 457	07/30/2018	Regular	0.00	2,356.92	45213
0645	UNITED RENTALS, (NORTH AMERICA	07/30/2018	Regular	0.00	522.00	45214
0656	VERIZON WIRELESS	07/30/2018	Regular	0.00	232.92	45215
0661	VISION SERVICE PLAN	07/30/2018	Regular	0.00	364.92	45216
0671	WESTAR ENERGY	07/30/2018	Regular	0.00	211.02	45217

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	86	0.00	654,741.90
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
	116	86	0.00	654,741.90

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	86	0.00	654,741.90
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
	116	86	0.00	654,741.90

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	7/2018	654,741.90
			654,741.90



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Public Hearing for Setting the Tax Levy and Adopting the 2019 Budget

DISCUSSION:

In order to formally adopt the 2019 budget, the City Council must first hold a public hearing according to state statute to allow comments on the proposed budget. Once the public hearing is concluded, the City Council will next need to approve Resolution 08-18-01, which expresses the property taxation policy of the City of Tonganoxie. The resolution is also required by state statute because the tax levy exceeds the amount levied in 2018, even when accounting for the consumer price index rolling average, due to the increase assessed valuation. A publication of the vote totals on the property tax levy will also be published in the Tonganoxie Mirror on August 15, 2018, as required by state statute. Once the taxation resolution is approved, the City Council will conclude the annual budget approval process by making a motion to adopt the 2019 budget as presented and set the property tax levy.

The development of the 2019 budget included numerous opportunities for policy direction from the governing body and input from the citizens of Tonganoxie. A public hearing opportunity was held in late June and staff analyzed & presented the results of an online survey tool offered to utility customers. Following a Spring Retreat, the governing body convened for a Capital Maintenance & Improvement Projects work session, one regular meeting, and four subsequent budget work sessions. The expenditure budget authority in 2019 developed in response to these inputs totals \$8,380,658. The total planned expenditures for all funds (including non-budgeted) in 2019 is \$8,599,079, which is an increase of 4% from 2018. The total property tax levy is \$1,884,911, which is an increase of 8% over the total tax levy in 2018. This increase represents the entirety of collections from all newly annexed properties within the City limits, the difference in collections from properties changed in use, and the effect of increased overall assessed valuation of existing properties.

ACTION NEEDED:

1. Hold a public hearing for setting the property tax levy and 2019 budget
2. Make a motion to approve Resolution 08-18-01
3. Make a motion to set the property tax levy and approve the proposed 2019 budget, as shown on the attached budget certificate

ATTACHMENTS:

Resolution 08-18-01
2019 Budget Certificate
Notice of Budget Public Hearing
Property Tax Lid Calculations – 2019 Budget

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director
John Zimbelman, Fire Chief
Brandon Marshall, Police Lieutenant
Darren Shupe, Water Park Manager

RESOLUTION 08-18-01

A RESOLUTION EXPRESSING THE PROPERTY TAXATION POLICY OF THE CITY OF TONGANOXIE GOVERNING BODY WITH RESPECT TO FINANCING THE ANNUAL BUDGET FOR 2019

WHEREAS, K.S.A. 79-2925b, as amended, provides that a levy of property taxes to finance the 2019 budget of the City of Tonganoxie exceeding the amount levied to finance the 2018 budget of the City of Tonganoxie, as adjusted to reflect changes in the Consumer Price Index for All Urban Consumers for calendar year 2017, be authorized by a resolution adopted in advance of the adoption of a budget supported by such levy; and

WHEREAS, K.S.A. 79-2925b, as amended, also provides that current year revenue that is produced and attributable to the taxation of (1) new improvements, (2) increased personal property valuation other than increased valuation of oil and gas leaseholds and mobile homes, (3) property located within added jurisdictional territory, and (4) property which has changed in use shall not be considered when determining whether revenue produced from property tax has increased from the preceding year; and

WHEREAS, the City of Tonganoxie provides essential services to its citizens; and

WHEREAS, the cost of providing services continues to increase.

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

Section 1. That that a levy of property taxes in support of the 2019 budget exceeding the amount levied in 2018, as adjusted pursuant to K.S.A. 79-2925b, as amended, is hereby approved.

Section 2. That this resolution shall become effective upon passage.

ADOPTED & APPROVED by the Governing Body this 6th day of August, 2018.

SIGNED by the Mayor this 6th day of August, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

NOTICE OF BUDGET HEARING

The governing body of

City of Tonganoxie

will meet on August 6, 2018 at 7:00 PM at Council Chambers, 321 S. Delaware Street, Tonganoxie, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Tonganoxie City Hall or www.tonganoxie.org and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2019 Expenditures and Amount of 2018 Ad Valorem Tax establish the maximum limits of the 2019 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2017		Current Year Estimate for 2018		Proposed Budget for 2019		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2018 Ad Valorem Tax	Estimate Tax Rate *
General	2,656,660	27.884	2,867,784	27.678	3,540,151	1,151,795	27.678
Debt Service	814,496	9.400	745,269	9.757	906,291	406,029	9.757
Library	249,909	5.955	261,526	5.974	287,978	247,604	5.950
Library Employee Benefits	104,299	1.601	130,696	1.917	136,708	79,483	1.910
Special Highway	36,037		357,100		376,780		
Special Parks	4,867		5,000		11,600		
Transient Guest			1,500		1,500		
Water Operations	1,160,746		1,299,100		1,262,298		
Sewer Operations	790,323		864,000		867,556		
Sanitation	345,626		382,000		376,796		
Stormwater			40,000		41,000		
Capital Projects	392,511		522,000		572,000		
Non-Budgeted Funds-A	385,820						
Non-Budgeted Funds-B	1,773,768						
Totals	8,715,062	44.840	7,475,975	45.326	8,380,658	1,884,911	45.295
Less: Transfers	322,620		754,543		745,881		
Net Expenditure	8,392,442		6,721,432		7,634,777		
Total Tax Levied	1,641,748		1,744,047		xxxxxx		
Assessed Valuation	36,612,087		38,476,385		41,614,127		
Outstanding Indebtedness, January 1,	<u>2016</u>		<u>2017</u>		<u>2018</u>		
G.O. Bonds	11,755,000		10,430,000		9,245,000		
Revenue Bonds	0		0		0		
Other	0		0		0		
Lease Purchase Principal	13,096,879		2,152,743		1,894,237		
Total	24,851,879		12,582,743		11,139,237		

*Tax rates are expressed in mills

Dan Porter

City Official Title: Asst. City Manager

City of Tonganoxie

2019

Computation to Determine Limit for 2019

	Amount of Levy
1. Total tax levy amount in 2018 budget	+ \$ <u>1,744,047</u>
2. Library levy in 2018 budget	- \$ <u>303,655</u>
Other tax entity levy in 2018 budget	- \$ <u>0</u>
3. Net tax levy	\$ <u>1,440,392</u>

2019 Budget Percentage Adjustments

4. New improvements for 2018 :	+ <u>1,237,986</u>	
5. Increase in personal property for 2018 :		
5a. Personal property 2018	+ <u>323,099</u>	
5b. Personal property 2017	- <u>332,562</u>	
5c. Increase in personal property (5a minus 5b)	+ <u>0</u>	
		(Use Only if > 0)
6. Valuation of annexed territory for 2018 :		
6a. Real estate	+ <u>0</u>	
6b. State assessed	+ <u>0</u>	
6c. New improvements	+ <u>0</u>	
6d. Total adjustment (sum of 6a, 6b, and 6c)	+ <u>0</u>	
7. Valuation of property that has changed in use during 2018 :	+ <u>112,997</u>	
8. Expiration of property tax abatements	+ <u>0</u>	
9. Expiration of TIF, Rural Housing, and NR Districts (Incremental assessed value over base)	+ <u>0</u>	
10. Total valuation adjustment (sum of 4, 5c, 6d, 7, 8 & 9)	<u>1,350,983</u>	
11. Total estimated valuation July 1, 2018	<u>41,614,127</u>	
12. Percentage adjustment factor - Line 10 / (Line 11 - Line 10))	<u>0.0336</u>	
13. Percentage adjustment increase (12 times 3)	+ \$ <u>48,331</u>	
14. Consumer Price Index for all urban consumers for calendar year 2017 (5 year average)	<u>1.40%</u>	
15. Consumer Price Index adjustment (Line 3 times Line 14)	\$ <u>20,165</u>	
16. Total Percentage Adjustments	\$ <u>68,496</u>	

Levies on Behalf of Another Political or Governmental Subdivision

27. Library levy - 2019 budget:	+	327,087
Other tax entity levy - 2019 budget:	+	0
Other tax entity levy - 2019 budget:	+	0
28. Total Levies on Behalf of Another Political or Governmental Subdivision	+	327,087
29. Total Computed Tax Levy		1,886,237

Other Tests - Property Tax Decline

Note - In order to use the test, there must be a decline in tax revenues in at least one of the years listed below.

2015 Tax Levy (Less Levy for other Governmental Units)		None
2016 Tax Levy (Less Levy for other Governmental Units)		None
2017 Tax Levy (Less Levy for other Governmental Units)		None
2018 Tax Levy (Less Levy for other Governmental Units)		None

Average Tax Levy (last three years)	#DIV/0!
CPI Adjustment of 0.021	#DIV/0!
Average Tax Levy Adjusted by CPI	#DIV/0!

2019 Total Tax Levy (Less Levy for Other Governmental Units)

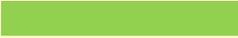
Exemption from Election Requirement **#DIV/0!**

"

Other Tests - Lost Valuation Test

Assessed Valuation Loss

2019 Tax Levy (Less Levy for other Governmental Units)	
2018 Tax Levy (Less Levy for other Governmental Units)	
Change in Levy	0

CPI Adjustment		20,165
2019 Mill Rate (Less Mills for other Governmental Units)		
Loss of Assessed Valuation Multiplied by 2019 Mill Rate		<u>0</u>
Total Adjustment for Loss of Assessed Valuation		20,165
Exemption from Election Requirment		Yes



Office of the City Manager
AGENDA STATEMENT

DATE: August 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City manager
SUBJECT: MOU between the City of Tonganoxie and the Tonganoxie Library Board for the construction of a new Public Library

DISCUSSION:

As the City moves towards closing on the property for the site of the new Public Library, staff has prepared a Memorandum of Understanding between the City and the Tonganoxie Public Library regarding the following items:

- Ownership of the building
- Acknowledgement of future Lease for facility
- Funding for the project
- Acknowledgement of the need for a Design Build Agreement
- Clearly defining the roles of both the City and Library
- Clearly defining the partnership expectations

The Library Board has had a chance to review, and are in agreement with the document, thus City staff is seeking approval from the City Council.

BUDGET IMPACT:

None

ACTION NEEDED:

Adopt Resolution 08-18-02, approving the MOU with the Tonganoxie Public Library.

ATTACHMENTS:

Resolution 08-18-02

MOU between the City of Tonganoxie and the Tonganoxie Public Library

cc: Shannon Marcano, City Attorney
Dan Porter, Assistant City Manager

RESOLUTION 08-18-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TONGANOXIE, KANSAS AND THE TONGANOXIE PUBLIC LIBRARY

WHEREAS, the City of Tonganoxie, Kansas, and the Tonganoxie Public Library wish to enter into that certain Memorandum of Understanding between the City of Tonganoxie and the Tonganoxie Public Library in order to clarify their respective obligations, authorities and responsibilities in connection with the Library Project, attached hereto as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute that certain Memorandum of Understanding between the City of Tonganoxie, Kansas and the Tonganoxie Public Library, attached hereto as Exhibit A.

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 6th day of August, 2018.

SIGNED by the Mayor this 6th day of August, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
**Memorandum of Understanding between the City of Tonganoxie and the
Tonganoxie Public Library**

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF TONGANOXIE, KANSAS AND THE TONGANOXIE PUBLIC LIBRARY

This Memorandum of Understanding is entered into this ____ day of _____, 2018 by and between the City of Tonganoxie, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereinafter referred to as the “City”, and the Tonganoxie Public Library, a public library organized under the laws of the State of Kansas, hereinafter referred to as the “Library” (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, the Library is funded by property taxes, and currently operates the Tonganoxie Public Library at its current location at 303 South Bury Street, in Tonganoxie, which has become insufficient to meet the needs of the residents of the City; and

WHEREAS, the Library, in order to continue providing adequate and varied services and programming to current and prospective users, has indicated to the City the need for a new Tonganoxie Public Library facility (the “Library Facility”); and

WHEREAS, it is the intention of the City and the Library to cooperate in the conception and construction of the “Library Facility”; and

WHEREAS, the City has issued General Obligation Sales Tax bonds in the amount of \$3,750,000.00 (the “Bond Proceeds”) for the purchase of property for the location of the Library Facility, and the design and construction of the Library Facility; and

WHEREAS, the City currently has under contract for purchase certain property, legally described as

Block 15, Lots 1-18 also known as ½ 304 Shawnee Street, Tonganoxie, Kansas

And known as the “Library Property”; and

WHEREAS, the City shall approve and enter into a Design-Build contract for the design and construction of the Library Facility (the “Library Project”); and

WHEREAS, the City shall own the Library Property, and Library Facility; and

WHEREAS, the Library shall fund and operate the Library Facility out of the funding it receives from the Library Mil Levy, as well as fundraising and other funds available to the Library; and

WHEREAS, the City and the Library shall enter into a lease of the Library Facility after its construction and completion describing the Parties’ rights and responsibilities regarding the ongoing occupation and operation of the Library Facility (the “Lease Agreement”); and

WHEREAS, the City and the Library wish to cooperate in the Library Project in order to obtain the best possible Library Facility to serve the needs of the residents of the City, and other users; and

WHEREAS, the Parties wish to cooperate in messaging and communication with residents of the City and other users of the Library Facility regarding the Library Project and other related matters; and

WHEREAS, the Parties wish to clarify their respective obligations, authorities and responsibilities in connection with the Library Project.

WITNESSETH

NOW, THEREFORE, based on the promises and mutual covenants contained herein, the Parties agree as follows:

1. Library Project Cost: The total amount of Bond Proceeds available for the Library Project is \$ 3,750,000.00. Of this amount, \$195,149.00 will be used for the purchase of the Library Property. The remaining \$3,554,851.00 will be used for the design and construction of the Library Facility.
2. City Responsibilities:
 - a. The City will direct the Bond Proceeds to the purchase of the Property and the design and construction of the Library Facility.
 - b. The City will approve and enter into a design build contract for the Library Project, as well as other necessary contracts to ensure the construction and completion of the Library Project.
 - c. The City will consult with the Library on a regular basis as agreed upon by the Parties regarding the design of the Library Facility.
 - d. In no event will the City's financial responsibility for the Library Project exceed \$3,750,000.00.
 - e. The City will cooperate and coordinate with the Library regarding messaging and communication with residents of the City and other users of the Library Facility regarding the Library Project.
 - f. Once the Library Facility has been constructed and completed, the City shall lease the Library Facility to the Library, and the rights and responsibilities of the Parties regarding such lease shall be described in the Lease Agreement, which has not yet been negotiated.
3. Library Responsibilities:
 - a. The Library will consult with the City on a regular basis as agreed upon by the Parties regarding the design of the Library Facility.
 - b. The Library will bear the full cost of any consultants hired by the Library for the Library Project.
 - c. The Library will work in cooperation with the city regarding all communication with the design build contractor. The Library does not have any authority to execute any addendums or change orders to the design build contract.

- d. The Library will cooperate and coordinate with the City regarding messaging and communication with residents of the City and other users of the Library Facility regarding the Library Project.
 - e. Once the Library Facility has been constructed and completed, the Library shall lease the Library Facility from the City, and the rights and responsibilities of the Parties regarding such lease shall be described in the Lease Agreement, which has not yet been negotiated.
- 4. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the laws of the state of Kansas.
 - 5. Modification: This Agreement may be modified only by written agreement signed by both Parties.

CITY OF TONGANOXIE, KANSAS

Mayor Jason K. Ward

TONGANOXIE PUBLIC LIBRARY

By: _____
President of the Board of Directors



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Moderate Income Housing RFP, Resolution of Support to submit application

DISCUSSION:

The Kansas Housing Resources Corporation (KHRC) is a public corporation that administers federal and state housing programs on behalf of the State of Kansas. As such, KHRC administers the State Housing Trust Fund (SHTF), a statutorily created fund with the stated purpose of supporting housing programs and services. Recently, Kansas communities have stressed a growing need for moderate income housing (MIH) and KHRC released a RFP for grant funds for housing for households between 60% and 150% of HUD's FY 2018 income ranges, defined below:



Moderate Income Housing Income Range
HUD's FY 2018 Income Limits

Table with 9 columns: Income Range, 1 Person, 2 Persons, 3 Persons, 4 Persons, 5 Persons, 6 Persons, 7 Persons, 8 Persons. Rows include Maximum (150%) and Minimum (60%) values.

Based upon HUD's FY 2018 State Income Limits

As the City of Tonganoxie is pursuing market-rate apartment housing, intended for individuals who would qualify for the income provisions above, it is requested to submit an application for KHRC's RFP. Staff is seeking a Resolution of Support to complete and submit such application, specifically in connection with a development proposal from Heartland Housing Partners and Romero Building Group. This \$6M, 48-unit proposal is proposed for an appropriately zoned site within the Stonecreek Development area.

BUDGET IMPACT:

None

ACTION NEEDED:

Adopt resolution of Support.

ATTACHMENTS:

Resolution 08-18-03: Resolution of Support
Moderate Income Housing RFP

cc: Shannon Marcano, City Attorney
Dan Porter, Assistant City Manager

RESOLUTION 08-18-03

A RESOLUTION OF SUPPORT REGARDING PARTICIPATION IN THE KANSAS MODERATE INCOME HOUSING GRANT PROGRAM

WHEREAS, the City of Tonganoxie, Kansas (the “City”), acknowledges a growing need for affordable moderate income housing within the City; and

WHEREAS, in order to address the growing need for affordable moderate income housing, the State of Kansas has developed the Kansas Moderate Income Housing grant program, in which eligible cities may participate; and

WHEREAS, the Kansas Housing Resources Corporation administers the program on behalf of the State of Kansas, and has issued a request for proposals (“RFP”); and

WHEREAS, the City wishes to respond to the RFP and participate in the Kansas Moderate Income Housing grant program.

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

Section 1. That the City supports and wishes to participate in the Kansas Moderate Income Housing grant program.

Section 2. That the City Manager is hereby authorized and directed to take any and all actions necessary to file a response to the RFP and implement the Kansas Moderate Income Housing grant program if the City is selected for participation, including cooperating with prospective eligible developers under the program.

Section 3. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 6th day of August, 2018.

SIGNED by the Mayor this 6th day of August, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marciano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Ordinance 1445: Amending the Light Industrial District Zoning Ordinance to allow Daycare: Child Care Center (or) Preschool

DISCUSSION:

The City's Zoning Regulations specify "Daycare: Child Care Center (or) Preschool" as a permitted use and describes the use as care for 13 or more children for more than 3 hours. (Lesser intense categories of this use include home-based and licensed or group daycare, intended for care of children in the home.) Child Care Centers are allowed by Special Use permit in residential districts and in the Historic Business District and permitted by right in the Limited Business, General Business, Business Park, and PUD Commercial Districts. The use is not currently allowed in the Industrial Districts (I-LT, I-MD, and I-H).

The City received a request for an existing Child Care Center to relocate to a building located in the I-LT district. Planning staff determined that it was likely not appropriate to rezone that particular property for a single request, but rather considered whether Child Care Centers should be located in the I-LT district throughout the City. This topic was brought to the Planning Commission as a discussion item on June 2, 2018 and the Planning Commission directed staff to proceed with a zoning text amendment to add Child Care Centers to the allowed uses in I-LT. The attached draft minutes from the July 5, 2018 Planning Commission meeting reflect the subsequent discussion of the Planning Commission and the recommendation for approval conveyed to the City Council via a 5/0 vote.

The attached staff report contains several key points which led to the staff recommendation to amend the zoning ordinance to permit Child Care Centers within I-LT districts. These include:

- Higher anticipated intensity of commercial use for Child Care Centers
- Similar uses currently allowed within I-LT
- Appropriateness of placement of Child Care Centers in proximity to employment uses

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to approve Ordinance 1445, amending "Zoning Regulations, Chapter 16, Item 16-012.A"- Light Industrial District zoning to read "Uses shall focus upon administrative facilities, research institutions, light manufacturing activities, warehousing and wholesaling of goods, tradesman's workshops, and other service uses that support the employment and light manufacturing business in this district." and update the Use Groups Table to identify Daycare: Child Care Center (or) Preschool as an allowable use by placing an "X" in the table under I-LT.

ATTACHMENTS:

Planning Staff report – Case # 2018-008A
July 5, 2018 Planning Commission Draft Minutes
Ordinance 1445

cc: George Brajkovic, City Manager
Shannon Marcano, City Attorney



City of Tonganoxie, Kansas

PLANNING STAFF REPORT

Case#: 2018-008A

Date of Report: July 5, 2018

Applicant Name: George Brajkovic

Property Owner Name: NA

Subject Property Address: NA

Application:

Zoning District: I-LT – Light Industrial District

Type of Approval Desired: Amendment to the ILT district to allow Day Care

Date of Application: June 8, 2018

Date of Meeting: July 5, 2018

Surrounding Property – Zoning and Use:

Not applicable – the amendment would pertain to all I-LT zoned property within the community.

Staff Recommendation:

Recommend approval of the proposed language additions and Use Groups table edits.

ANALYSIS:

The Zoning Regulations specify “Daycare: Child Care Center (or) Preschool” as a permitted use and describes the use as care for 13 or more children for more than 3 hours. (Lesser intense categories of this use include home-based and licensed or group daycare, intended for care of children in the home.) Child Care Centers are allowed by Special Use permit in residential districts and in the Historic Business District, and permitted by right in the Limited Business, General Business, Business Park, and PUD-Commercial Districts. It is not allowed at all in the Industrial Districts (I-LT, I-MD, and I-H).

The City recently received a request for an existing Child Care Center to relocate to a building located in the I-LT district. Staff determined that it was likely not appropriate to rezone that particular property for this one request, but rather reconsidered whether Child Care Centers should be located in the I-LT district throughout the City. This was brought to the Planning Commission as a discussion item in June

2018, and the Planning Commission directed staff to proceed with a zoning text amendment to add Child Care Centers to the allowed uses in I-LT.

It is clear that Child Care Center anticipates a higher intensity commercial use, both in terms of scale and intensity of the operation and the site design and building that likely accompanies such use. Additionally, not enabling this use in industrial districts may be either to preserve these districts for industrial functions or to not place child care facilities near uses that may be more intense in nature.

However, the intent of the I-LT district states: "This area is designed to accommodate a wide range of low level industrial activities as well as to protect and buffer nearby commercial and residential districts from more intense industrial uses. Uses in this district will be held to a higher aesthetic standard than other industrial zones."

Additional the I-LT allows other similar civic, institutional or service uses such as public safety facilities, athletic facilities (indoor and outdoor, recreation/entertainment II, restaurants, and retail sales and services I. Child Care Centers are of a similar nature and scope as these uses, and appear to be compatible with both the intent and the mix of uses permitted in the I-LT district.

Additionally from a planning and policy standpoint, it is appropriate to place child care uses in close proximity to significant employment uses, either as an accessory use or as the principle use of property as it benefits employers and employees through potential convenience. Further, the existing zoning map for Tonganoxie has many I-LT districts that are also located in close proximity to neighborhoods, due to the light nature of the industrial uses and employment-focused intent of the district. Adding Child Care Centers can add a further level of convenience to residences as well due to the relationship of compatible neighborhood-serving uses.

Staff Recommendations:

Staff recommends the following amendments to the Light Industrial District (I-LT) and the Use Groups Table of the Tonganoxie Zoning Ordinance:

1. The amendment of item 16-012.A to read:

"Uses shall focus upon administrative facilities, research institutions, light manufacturing activities, warehousing and wholesaling of goods, tradesman's workshops, and other service uses that support the employment and light manufacturing business in this district."

2. Update the Use Groups Table to identify Daycare: Child Care Center (or) Preschool as an allowable use by placing a "X in the table under I-LT.



Chris Brewster
Contract City Planner

Light Industrial – Development Standards

16-010 PURPOSE

This area is designed to accommodate a wide range of low level industrial activities as well as to protect and buffer nearby commercial and residential districts from more intense industrial uses. Uses in this district will be held to a higher aesthetic standard than other industrial zones.

16-011 DEVELOPMENT STANDARDS

- A. No land use shall be allowed that produces vibration, concussion, impact, shock, dust, fly-ash, odor, noxious gases, temperature differential or glare at any point on the lot line in excess of limits normally encountered in surrounding, non-industrial districts.
- B. No land use shall be allowed that produces a noise level at the lot line that is greater than that produced by the average traffic in the area.
- C. Exterior mechanical equipment and refuse handling shall be at the rear of the site and well screened from both the right-of-way and any adjacent residential areas (Amended by Ordinance # 1184 5/9/05).
- D. All outside storage of equipment or materials must be well screened from view from either residential areas or rights-of-way.
- E. Only one main structure allowed per site. Exception--individual storage units when no administrative functions are on the site.
- F. No use of a site shall commence prior to the construction of a main structure.
- G. Accessory structures shall be compatible with the main structure both in design and materials.
- H. A minimum 20' landscaped strip shall be maintained along all rights-of-way.
- I. The use of trailers or other non-permanent structures for storage or other purposes is prohibited in this district.
- J. A buffer area shall be provided along side and rear property lines common to or across an alley from residentially zoned property. Please refer to Section 24, Landscaping and Screening, for details.

16-012 ALLOWED USES

- A. Uses shall focus upon administrative facilities, research institutions, light manufacturing activities, warehousing and wholesaling of goods; tradesman's workshops.
- B. Businesses requiring large equipment display yards.
- C. Accessory uses as necessary to the efficient operation of the main use on the site.
- D. Please refer to Appendix A for a list of suggested, permitted uses.

Use Groups Table – Child Care Center

Appendix A
Use Groups By Category Amended Ord. 1443

CATEGORY	DEFINITION	USES	R-R	R-E	R-3F	R-I	R-MF1	R-MF2	R-MF3	MHP	PUD-R	HBD	LBD	GBD	PUD-C	BP	ILT	IMD	IH	Com. Plan
Aviation	Facilities for the landing and takeoff of flying vehicles, including loading and unloading areas	Airport; Airfield; Hangars; Flying School; Heliport; Helistop	X																	
Community or Social Services/Groups	Public, non-profit, or charitable uses, generally providing a local service to a specified group or the community at large	Lodge/Club/Fraternal Hall; Art Gallery; Museum; Library; Cultural Facility; Senior Citizens Center; Community Center; Social Services Center	X	X	X	X	X	X			X	X	X	X	X					X
Daycare: Child Care Center (or) Preschool	Care, protection, tutelage and/or supervision for children on a regular basis away from their primary residence for less than 24 hours per day	13 or more children for more than three hours and less than 24 hours. See Section 22-030 for additional requirements	X (S)		X (S)	X (S)	X (S)	X (S)	X (S)	X (S)	X			X (S)						
Daycare: Home Based	Care, protection, tutelage and/or supervision for children on a regular basis away from their primary residence for less than 24 hours per day	Up to 2 children unrelated to the provider for not more than 20 hours a week	X	X	X	X	X	X	X	X	X									X

PLANNING COMMISSION MEETING DRAFT MINUTES

July 5, 2018

7:00 p.m. Regular Meeting



CALL TO ORDER

- Chairman Morgan opened the meeting at 7:04 p.m.
- Roll Call: Planning Commissioners present were Chairman John Morgan, Monica Gee, Steve Ashley, Kevin Harris, Patti Gabel and Zach Stoltenberg. Jacob Dale was absent. City Manager George Brajkovic, Assistant City Manager Dan Porter, Planning Consultant Chris Brewster with Gould Evans, City Attorney Shannon Marcano, and City Clerk Patricia Hagg were also in attendance.

1. APPROVAL OF PC MINUTES – JUNE 7, 2018

- Mr. Stoltenberg made a motion to approve the minutes from the June 7, 2018 Planning Commission meeting.
- Mr. Ashley seconded.
- Vote of 5 ayes, 1 abstain (Gee), motion carried.

2. OPEN AGENDA

- No members of the public signed up for public comment.
- Chairman Morgan closed the open agenda portion of the agenda.

3. NEW BUSINESS

a) PUBLIC HEARING – TEXT AMENDMENTS TO ZONING REGULATIONS SECTION 16 - "I-LT" LIGHT INDUSTRIAL & APPENDIX A – USE GROUPS BY CATEGORY

Mr. Brewster reviewed the planning staff report #2018-008A . He stated it is fairly common to see Early Education Center proposals in the industrial districts to allow for child care near work centers. He also identified the Light Industrial areas within the city limits where this change would apply. He stated staff recommends approval of adding Child Care Centers to the text amendments in the Light District Section 16 and adding Child Care Centers to the Use Group Category as a permitted use.

- The public comment portion of the agenda was opened and closed by Chairman Morgan without anyone providing comments for or against the amendments.
- Mr. Stoltenberg recused himself from discussion and voting due to a possible conflict of interest-his firm may be hired as architects for property in the Light Industrial District.
- The Commissioner's discussed the text changes and when they had no further questions or comments
 - Ms. Gee made a motion to amend "Zoning Regulations, Chapter 16, Item 16-012.A"- Light Industrial District zoning to read "Uses shall focus upon administrative facilities, research institutions, light manufacturing activities, warehousing and wholesaling of goods, tradesman's workshops, and other service uses that support the employment and light manufacturing business in this district." And update the Use Groups Table to identify Daycare: Child Care Center (or) Preschool as an allowable use by placing an "X" in the table under I-LT.

- Ms. Gable seconded the motion.
- Roll Call Vote – Gabel-aye, Ashley-aye, Gee-aye, Morgan-aye, Harris-aye. Motion carried 5/0. Stoltenberg-recused

This item will be recommended for approval to the City Council on August 6, 2018, to allow for the required 14-day protest period.

b) DISCUSSION & REVIEW – THE SCHOOLYARD FINAL PLAT - SUBMITTED BY TONGIE 5 LLC

- Mr. Brajkovic stated a new plat survey was required to finish the purchase agreement for the new library. The survey shows 2 acres on the south side of the plat will be split for the library land purchase and the northern portion of the plat will remain residential.
- Mr. Brewster reviewed the plat and stated after further review this plat could be addressed as a lot consolidation/lot split rather than a Final Plat. He stated the lot consolidation/lot split can be approved by staff per Section 6.01.e and per f.2 would only need a planning commission review if it is “out of character” with the surrounding area. He stated this large lot used for an institutional use meets the requirement of the planning commission review and direction to staff to review and approve the lot consolidation/lot split. He also stated the smaller lots recorded on the original Railroad Addition Plat and shown on the Schoolyard Plat could be addressed through lot consolidation/lot split process and the alleys, easements and 3rd St could be reviewed during development plan reviews.
- Ms. Gee made a motion to allow staff to review and approve the lot split/lot consolidation for the Schoolyard Plat.
- Mr. Stoltenberg seconded the motion
- All ayes, Motion carried 6/0

c) PLANNING COMMISSION OPEN POSITIONS

- Chairman Morgan opened discussion for the city position currently held by Steve Ashley and county position currently held by Monica Gee that are open for appointment in 2018. He explained the terms will expire in 2021. The positions were advertised and five (5) applications were received. Monica Gee submitted an application for reappointment and Steve Ashley announced his resignation. Applications for the City Position were received from Robert Bieniecki, 300 W. Washington St.; Cynthia Stewart-Grant, 1182 S Delaware St. and Crystal Henson, 411 E 1st St. Applications for the County Position were received from Monica Gee, 17685 214th St. and Howard Brewington, 20260 Parallel Rd.
- Each applicant was asked to introduce themselves to the Planning Commission. They summarized their resume and provided insight as to why they wanted to be appointed to the open planning commission positions.
- After discussion the Planning Commission agreed to recommend Crystal Henson and Monica Gee to the Mayor and City Council for appointment. The applicants were advised that all applications will be reviewed again at the City Council meeting on Monday, July 16, 2018 at 7:00pm.

4. OLD BUSINESS

- No items.

5. GENERAL INFORMATION

a) HOMEBUILDERS ASSOCIATION PERMIT STATISTICS

b) MARKET RESEARCH STATISTICS

- No action was taken.

c) THANK YOU FOR YOUR SERVICE TO STEVE ASHLEY FOR 3 YEARS AS PLANNING COMMISSIONER

6. ADJOURN

- Ms. Gee, made a motion to adjourn the meeting.
- Mr. Ashley seconded the motion.
- Vote of all ayes, motion carried 6/0.
- Meeting adjourned at 7:55 p.m.

Respectfully submitted,

Patty Hagg, Planning Clerk

ORDINANCE NO. 1445

AN ORDINANCE AMENDING THE TONGANOXIE ZONING CODE TO ALLOW DAYCARE: CHILD CARE CENTER (OR) PRESCHOOL IN LIGHT INDUSTRIAL DISTRICT

WHEREAS, City staff initiated an application to amend the Tonganoxie Zoning Code to allow daycare: child care center (or) preschool in light industrial district (“I-LT”); and

WHEREAS, a public hearing was held by the Tonganoxie Planning Commission on July 5, 2018, and notice of such public hearing was provided in accordance with Kansas state law and the Tonganoxie Zoning Ordinance; and

WHEREAS, on July 5, 2018 the Tonganoxie Planning Commission considered the application and recommended approval of the amendment to the allowed uses in the I-LT district to add daycare: child care center (or) preschool; and

WHEREAS, the Planning Commission’s recommendation was presented to the Governing Body at its regularly scheduled meeting on August 6, 2018, for consideration;

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

Section 1: That Section 16 of the Tonganoxie Zoning Code, entitled “I-LT” LIGHT INDUSTRIAL DISTRICT be amended with the addition of language to Section 16-012 (A) as follows:

16-012 (A) Uses shall focus upon administrative facilities, research institutions, light manufacturing activities, warehousing and wholesaling of goods, tradesman’s workshops, and other service uses that support the employment and light manufacturing business in this district.

Section 2: That Appendix A to the Tonganoxie Zoning Code, entitled Use Groups By Category, be amended to reflect daycare: child care center (or) preschool in light industrial district as an allowable use in the I-LT district as follows:

CATEGORY	DEFINITION	USES	R-R	R-E	R-3F	R-I	R-MF1	R-MF2	R-MF3	MHP	PUD-R	HBD	LBD	GBD	PUD-C	BP	LT	MD	IH	Com. Plan
Aviation	Facilities for the landing and takeoff of flying vehicles, including loading and unloading areas	Airport; Airfield; Hangars; Flying School; Heliport; Helistop	X																	
Community or Social Services/Groups	Public, non-profit, or charitable uses, generally providing a local service to a specified group or the community at large	Lodge/Club/Fraternal Hall; Art Gallery; Museum; Library; Cultural Facility; Senior Citizens Center; Community Center; Social Services Center	X	X	X	X	X	X			X	X	X	X	X					X
Daycare: Child Care Center (or) Preschool	Care, protection, tutelage and/or supervision for children on a regular basis away from their primary residence for less than 24 hours per day	13 or more children for more than three hours and less than 24 hours. See Section 22-030 for additional requirements	X (S)	X			X (S)													
Daycare: Home Based	Care, protection, tutelage and/or supervision for children on a regular basis away from their primary residence for less than 24 hours per day	Up to 2 children unrelated to the provider for not more than 20 hours a week	X	X	X	X	X	X	X	X	X									X

Section 3: That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Tonganoxie, Kansas as provided by law.

PASSED by the City Council this 6th day of August, 2018.

APPROVED by the Mayor this 6th day of August, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Award of Bid to Little Joe's Asphalt for 2018 Mill & Overlay Project

DISCUSSION:

The 2018 budget adopted by the City Council included dedicated funding for street maintenance activities at a greatly enhanced level compared to prior years due to the identification of a clear need for preventative maintenance to improve the lifespan and quality of the City's transportation infrastructure and the presence of a partially dedicated funding source due to voter approval of a ¾ cent infrastructure sales tax in February 2017. The governing body provided policy direction at the Capital Maintenance & Improvement Projects workshop held in May 2018 for staff to move forward with targeted street maintenance treatments on locations identified throughout the City. The 2018 Mill & Overlay project reflects the largest component of those planned efforts in 2018 and the most significant aspect completed with the aid of outside firms. So far in 2018 Public Works staff have progressed in-house with other related projects including significant curb repair and replacement.

Advertisement was placed soliciting bids (request for proposals) on the City's website on July 12, 2018 with a due date of July 31, 2018. Staff received 5 complete bids for the 8 primary locations and 2 add/alternate locations identified in the attached specifications.

The low bid for both the primary and add/alternate locations was received from Little Joe's Asphalt, Inc. for \$250,682. City staff reviewed the bid and consider it satisfactory & complete compared to the specifications. Staff recommends award to this firm and request approval of the draft contract included as an attachment.

BUDGET IMPACT:

As of July 2018, the City's Special Highway Fund still holds over \$300,000 of a total of \$357,100 provided in fiscal year 2018 annual budget authority. The proposed contract fits within these constraints.

ACTION NEEDED:

Make a motion to accept the bid of Little Joe's Asphalt, Inc. and authorize the contract with Little Joe's Asphalt, Inc. for an amount not to exceed \$250,682.

ATTACHMENTS:

Resolution 08-18-04
Bids Tabulation & Summary
Project Specifications
Bid Submissions

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director

RESOLUTION 08-18-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND TECHNICAL SERVICES AGREEMENT WITH LITTLE JOE’S ASPHALT, INC.

WHEREAS, the City of Tonganoxie, Kansas (the “City”) wishes to enter into a Construction and Technical Services Agreement with Little Joe’s Asphalt, Inc, attached hereto as **Exhibit A**, for the asphalt milling and overlay of streets within the city limits.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Construction and Technical Services Agreement with Little Joe’s Asphalt, Inc., attached hereto as **Exhibit A**, for the asphalt milling and overlay of streets within the city limits.

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 6th day of August, 2018.

SIGNED by the Mayor this 6th day of August, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A

Construction and Technical Services Agreement

CONSTRUCTION & TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT is dated this 6th day of August, 2018, between the City of Tonganoxie (City), a constitutionally chartered municipal corporation in the state of Kansas, and Little Joe's Asphalt, Inc. (Contractor), whereby Contractor shall provide construction services to the City in accordance with the terms and conditions contained in this Agreement.

PART I SPECIAL TERMS AND CONDITIONS

Sec. 1 Compensation

- A. The amount the City will pay Contractor under this Agreement will not exceed \$250,682.40. Contractor will be paid by corporate check.
- B. Contractor will bill the City by itemized invoice, in a form acceptable to the City, upon completion of work as certified by the Public Works Director.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of the Agreement. If damages are sustained by the City as a result of breach or default by Contractor, the City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due the City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, completely itemized, and is approved as payable under the terms of the Agreement.
- E. The City is not liable for any obligation incurred by Agreement except as approved under the provisions of the Agreement.

Sec. 2 Responsibilities of Contractor

Contractor shall perform the following Scope of Services:

- A. Provide specialized and technical work as further described in Addendum A herein.
- B. Use reasonable construction practices of modern industry standards as to ensure reasonable quality, functionality, and durability of final product.
- C. Comply with direction and coordination of the Public Works Director.
- D. Ensure that Contractor is sufficiently certified, equipped, and staffed to fully satisfy Contractor's responsibilities under the terms of this Agreement.

Sec. 3 Notices

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

To City:

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

To Contractor:

Person of Contact: _____
Little Joe's Asphalt, Inc.
PO Box 516
Bonner Springs, KS 66012
Phone: (913)721-3261 Facsimile: (913)721-3144

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

Sec. 4

Merger

This Agreement 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 Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between the City and Contractor with respect to this subject matter.

Sec. 5

Conflict between Contract 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 Agreement, Part I will be controlling.

Sec. 6

Term of Agreement

This Agreement shall begin on August 7, 2018, and shall end on October 1, 2018. The term of this Agreement may be extended an additional 1 months upon the prior written approval by the City.

Sec. 7

Responsibilities of City

- A. The City will provide sufficient and clear direction to Contractor for the adequate fulfillment of the scope of services under the terms of this Agreement.
- B. The City will provide prompt payment to Contractor, upon receipt of acceptable documentation and approval by the City Council, provided that Contractor has performed all work, in a timely manner, to the satisfaction of the Public Works Director.

Sec. 8

Subcontracting

Contractor must provide in writing to the City the name of any and all subcontracted companies and independent contractors that will perform work on behalf of Contractor under the terms of this Agreement.

Sec. 9

Performance Bond

If this Agreement is in the amount of \$40,000.00 or greater, Contractor shall furnish a performance bond to the City executed by a surety for the contract amount, guaranteeing Contractor's faithful performance of each and every term of this Agreement and all authorized changes. Surety must:

- A. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- B. Be licensed by the State of Kansas to do business in the State of Kansas; and
- C. If applicable, retain an A.M. Best rating of “B+, Class V” for Bonds in excess of \$200,000.

Sec. 10 Incorporation of Federal/State Laws and Regulation

Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds. The federal/state laws and regulations applicable to the use of funds provided under this Agreement are incorporated and made a part of this Agreement by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Agreement shall include all subsequent amendments.

Sec. 11 Attorney Services Certification

Contractor certifies that at the time of the issuance of the Agreement, either in an individual or firm capacity, Contractor 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 agreement 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. **Contractor's Agents** means Contractor's officers, employees, sub-consultants, subcontractors, successors, assigns, invitees, and other agents.
- iii. **City** means City of Tonganoxie and its agents, officials, officers and employees.

B. Contractor'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 Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor 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 Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor 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 Contract.

Sec. 2. Independent Contractor.

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

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract 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 Contract, Contractor 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. 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 Contract, by Contractor.
4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

B. 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 Contract. Contractor shall provide to the City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

C. 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.

D. Regardless of any approval by the City, it is the responsibility of Contractor to 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 Contractor's failure to maintain the required insurance in effect, the City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

Sec. 4. Governing Law.

This Contract 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 the State of Kansas and waive venue.

Sec. 5. Compliance with Laws.

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

Sec. 6. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, the City may terminate this contract, suspend the City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor 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 Contract 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 Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 8. Modification.

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

Sec. 9. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract 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 Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract 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 Contract 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 Manager or designee shall have the right to audit this Contract and all books, documents and records relating thereto.

B. Contractor shall maintain all its books, documents and records relating to this Contract during the contract period and for three (3) years after the date of final payment.

C. The books, documents and records of Contractor in connection with this Contract shall be made available to the City Manager or designee within ten (10) days after the written request is made.

Sec. 12. Tax Compliance.

Contractor shall provide proof of compliance with the City’s tax ordinances administered by the City Manager as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$10,000. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City’s tax ordinances administered by the City Manager as a condition precedent to the City making final payment under the contract.

Sec. 13. Assignability or Subcontracting

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

Sec. 14. Conflicts of Interest.

Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Contract, 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 Contractor in this Contract.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

IN WITNESS WHEREOF, Contractor and the City have caused this CONSTRUCTION Agreement to be duly executed as set forth below.

Contractor

I hereby certify that I have authority to execute this document on behalf of Little Joe’s Asphalt, Inc.

By: _____

Printed: _____

Title: _____

Approved as to form:

Shannon M. Marcano
City Attorney

City of Tonganoxie, Kansas

a constitutionally chartered municipal corporation

By: _____

Jason K. Ward

Title: Mayor

By: _____

George Brajkovic

Title: City Manager

Addendum A

Scope of Work

Sec. 1 Contractor will purchase all associated materials that are necessary for complete performance under the terms of this Agreement.

Sec.2 Contractor will mill & overlay streets within the City limits of Tonganoxie, which quantities and locations are generally described as the following:

Primary Work

- 1) **Asphalt Milling-** Total asphalt milling is approximately 25,000 sq. yds.
 - a. Milling the streets to create a uniform profile of 1/4- 1/2 inch of fall will be permitted.
- 2) **Asphalt Overlay** – Approximately 25,000 sq. yds. with a minimum 2 inch overlay.
 - a. Overlay shall maintain a minimum 1/4- 1/2 inch per foot fall to the curb line.
 - b. All drainage across intersections shall be maintained or improved.

Location of work

1. **Delaware Drive from Washington St south to 1224 Delaware Drive**
2. **Pleasant Drive from Washington St south to Delaware Drive**
3. **Bury Drive from Elmwood Ct south to 12th St.**
4. **Elmwood Ct from Delaware Dr west to and including the Cul-de-sac**
5. **Greenwood Park from 12th St south to and including the cul-de-sac**
6. **Raintree Park from 12th St south to and including the cul-de-sac**
7. **12th St from Delaware Dr west to 24/40 Highway**
8. **11th St from 24/40 Highway East to and including cul-de-sac**

Add/ Alternate

Mill and Overlay- Approximately 3800 sq. yds.

Village Street from 4th St north to 1st St.

1st From Village St west to Village Terr.

Mill shall create a uniform profile 1/2 inch of fall with a 2 inch depth along road edge.

Overlay with a minimum of 2 inch asphalt overlay to create a uniform 1/2 inch of fall to the ditch.

Driveways shall have a smooth transition from the street.

Sec. 3 The total amount of this agreement includes all labor, equipment, and materials.

Sec. 4 Contractor commits to performing work and staging equipment, materials, and personnel, under the direction of the Public Works Director, at allowable locations, allowable times, and in such a manner as not to negatively impact normal operations of City staff, automotive traffic, neighboring properties, and other field work.

Sec. 5 Contractor shall follow guidelines listed in the bid advertisement specifications hereby incorporated and made part of this Agreement.

Sec. 6 Contractor's quote is hereby incorporated by reference and made part of this Agreement.

[INSERT CITY BID SPECIFICATIONS from 2018 RFP.]

[INSERT FULL QUOTE from Little Joe's Asphalt, Inc.]

	1	2	3	4	5
Vendor	Little Joe's	McAnany	Bettis	Seal-O-Matic	J.M. Fahey
Base Price	\$ 8.56	\$ 9.45	\$ 9.94	\$ 9.38	\$ 11.25
Add Alternate Price	\$ 9.00	\$ 9.00	\$ 9.94	\$ 10.96	\$ 11.25
Sq Yards Base	25,290	25,000	25,000	26,000	25,000
Sq Yards Add Alternate	3,800	3,800	3,800	4,350	3,800
Price Base	\$ 216,482	\$ 236,250	\$ 248,500	\$ 243,880	\$ 281,250
Price Add-Alternate	\$ 34,200	\$ 34,200	\$ 37,772	\$ 47,676	\$ 42,750
Price Total	\$ 250,682	\$ 270,450	\$ 286,272	\$ 291,556	\$ 324,000

Tonganoxie Mill and Overlay Project 2018

Primary Work

- 1) **Asphalt Milling-** Total asphalt milling is approximately 25,000 sq. yds.
 - a. Milling the streets to create a uniform profile of 1/4- 1/2 inch of fall will be permitted.
- 2) **Asphalt Overlay** – Approximately 25,000 sq. yds. with a minimum 2 inch overlay.
 - a. Overlay shall maintain a minimum 1/4- 1/2 inch per foot fall to the curb line.
 - b. All drainage across intersections shall be maintained or improved.

Asphalt millings shall be hauled by the city and become city property.

Sweeping will be the responsibility of the contractor.

Application Specifications

- 1) SS1H tack oil will be used according to manufacturer specifications. Place tack coat just enough in advance of paving operations to allow the tack to cure before asphalt is placed. No traffic shall be allowed on tacked surfaces.
- 2) Asphalt shall be SR-12.5 A with a maximum 20% recycle. The use of recycled roofing materials will not be allowed.
- 3) The mix shall be transported to the jobsite in vehicles cleaned of all foreign material. The contractor shall provide a sufficient number of haul vehicles to ensure an orderly and continuous paving operation. All asphalt shall be delivered to the paver at a temperature between 250 degrees F and 325 degrees F.
- 4) In laying the mix adjacent to any finished area, it shall be placed sufficiently high so that, when compacted, the finished surface will be true and uniform and match existing surface.
- 5) Compacting equipment shall conform to the requirements of the KDOT standards. Compaction shall begin as soon as the temperature and mix conditions permit without shoving or tearing, the asphalt shall be thoroughly and uniformly compacted. The final rolling shall be accomplished with a steel roller.
- 6) Traffic control will be the responsibility of the contractor and shall conform to the MUTCD.
- 7) Public notifications informing residents of the work schedule shall be the contractor's responsibility.

Potential Contract and Terms

- 1) Contractor shall furnish a performance bond to the City executed by surety for the contract amount.
- 2) Contractor shall provide proof of commercial general liability and auto liability insurance for the amount of \$1,000,000 per occurrence.

- 3) A project tax exemption number will be provided.
- 4) Work is anticipated to begin approximately August 1st, 2018 with the work being completed before October 1st, 2018.
- 5) The City of Tonganoxie holds the right to reject all bids and negotiate with the winning bidder.

Bids shall be sealed and sent to:

City of Tonganoxie
Box 326
Tonganoxie Ks, 66086

Or hand delivered to City Hall at 526 E 4th St. By 1:00 PM Tuesday, July 31st, 2018.

Bids will be opened Tuesday, July 31st, at 1:00 PM in the Tonganoxie Council Chambers @ 325 S. Delaware St.

Questions can be directed to Kent Heskett, Public Works Superintendent, at 913-208-6590 or kheskett@tonganoxie.org. All questions and answers will be posted on the City website.

Location of work

1. Delaware Drive from Washington St south to 1224 Delaware Drive
2. Pleasant Drive from Washington St south to Delaware Drive
3. Bury Drive from Elmwood Ct south to 12th St.
4. Elmwood Ct from Delaware Dr west to and including the Cul-de-sac
5. Greenwood Park from 12th St south to and including the cul-de-sac
6. Raintree Park from 12th St south to and including the cul-de-sac
7. 12th St from Delaware Dr west to 24/40 Highway
8. 11th St from 24/40 Highway East to and including cul-de-sac

Add/ Alternate

Mill and Overlay- Approximately 3800 sq. yds.

Village Street from 4th St north to 1st St.

1st From Village St west to Village Terr.

Mill shall create a uniform profile 1/2 inch of fall with a 2 inch depth along road edge.

Overlay with a minimum of 2 inch asphalt overlay to create a uniform ½ inch of fall to the ditch.

Driveways shall have a smooth transition from the street.

All measurements shall be verified by contractors and are final upon the bid deadline.

Bid amount shall be good and valid for sixty (60) days from the bid deadline.

Little Joe's Asphalt, Inc.

P O Box 516
Bonner Springs, KS 66012

Phone: (913)721-3261

Fax: (913)721-3144

A WOMEN'S BUSINESS ENTERPRISE

Estimate #: 15999

Submitted To: City Of Tonganoxie	Date: 7/31/201
Address: 321 S. Delaware Tonganoxie, KS 66086	Phone: (913)845-2620 Fax: (913)417-7019
Contact: Kent Heskett	Job Name: 2018 Mill & Overlay
	Job Location: Tonganoxie, KS
	Prop. Owned By: City Of Tonganoxie

Base Bid

1. Asphalt Milling	25,290 SY	\$1.21/SY
		\$30,600.90
2. 2" SURFACING SR-12.5 20% RAP	25,290 Sq.Yards,	\$7.35/SY
		\$185,881.50

The total price for the Base Bid items is: \$216,482.40

Alternate Village St

3. 1 : Village St and First St Milling	3,800 SY	\$1.30/SY
		\$4,940.00
4. 2" Surfacing Village St and 1st St SR-12.5	3,800 SYDS	\$7.70/SY
		\$29,260.00

The total price for the Alternate Village St items is: \$34,200.00

Alternate BM-2 20%

5. DEDUCT FOR BM-2 20% RAP IN LIEU OF SR-12.5		\$0.15/SY
		\$3,793.50

The total price for the Alternate BM-2 20% items is: \$3,793.50

Special Notes:

- * ANY CONTRACT OR PURCHASE ORDER MUST REFERENCE THIS PROPOSAL.
- * PREVAILING WAGES EXCLUDED
- * STRIPING EXCLUDED
- * SUBGRADE COMPACTION BY OTHERS
ALL GRADING EXCLUDED, PRICING AVAILABLE
ALL STAKING, LAYOUT AND ESTABLISHMENT OF GRADES TO BE DONE BY OTHERS AND CLEARLY INDICATED. WE WILL ACCEPT NO RESPONSIBILITY FOR IMPROPER ENGINEERING AND/OR AREAS WHERE NO GRADES WERE INDICATED BEFORE COMMENCEMENT OF WORK.
ALL ADDITIONAL MOVE INS CHARGED AT \$3,675.00
ALL TESTING EXCLUDED

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	CONFIRMED: Little Joe's Asphalt, Inc. Authorized Signature _____ Title <u>Don Bruns, Estimator</u>
---	--

Little Joe's Asphalt, Inc.

P O Box 516
Bonner Springs, KS 66012

Phone: (913)721-3261

Fax: (913)721-3144

A WOMEN'S BUSINESS ENTERPRISE

Estimate #: 15999

Submitted To: City Of Tonganoxie	Date: 7/31/201
Address: 321 S. Delaware Tonganoxie, KS 66086	Phone: (913)845-2620 Fax: (913)417-7019
Contact: Kent Heskett	Job Name: 2018 Mill & Overlay
	Job Location: Tonganoxie, KS
	Prop. Owned By: City Of Tonganoxie

TERMS: As Stated In Contract

ESTIMATE EXPIRATION: This estimate is valid for 30 days.

MOBILIZATIONS: Price based on a 1 mobilization(s). Any additional mobilizations that may become necessary will be \$3,675.00 per mobilization.

SALES TAX: The project referenced herein is tax exempt.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

CONFIRMED:

Little Joe's Asphalt, Inc.

Authorized
Signature _____

Title Don Bruns, Estimator

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Little Joe's Asphalt, Inc.

134 North 130th St. (PO Box 516), Bonner Springs, KS 66012

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

1450 American Lane, Suite 1100, Schaumburg, IL 60173

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tonganoxie Kansas

PO Box 326, Tonganoxie, KS 66086

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2018 Mill & Overlay

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of July, 2018

John Smitta
(Witness)

Little Joe's Asphalt, Inc.

(Principal)

(Seal)

By: Theresa Buhler - Proctor
(Title)

Amelia E. Miller
(Witness)



North American Specialty Insurance Company

(Surety)

(Seal)

By: C. LaVonne Engeman
Attorney-in-Fact C. LaVonne Engeman (Title)

Surety Phone No. 603-844-6600

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: C. LaVonne Engeman

Principal: Little Joe's Asphalt, Inc.

Bond Number: Bid Bond

Obligee: City of Tonganoxie Kansas

Bond Amount: See Bond Form

Bond Description: 2018 Mill & Overlay

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

PROPOSAL

McANANY CONSTRUCTION INC. ASPHALT PAVING-SITE DEVELOPMENT

TO: CITY OF TONGANOXIE KS

JOB: 2018 MILL & OVERLAY PROJECT

DATE: 7-31-2018

ATTN: MIKE

FROM: PHIL

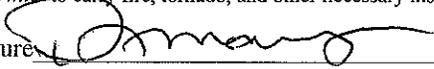
DATE OF PLANS:

HERE BELOW IS OUR PRICE FOR THE ABOVE REFERNCED PROJECT:

1. MILL AND 2" OVERLAY	<u>25000S.Y.@\$9.45S.Y.</u>	\$236,250.00
ADD/ALTERNATE		
2. MILL AND 2" OVERLAY	<u>3800S.Y.@\$9.00S.Y.</u>	\$ 34,200.00
		\$270,450.00

EXCLUSIONS: PERMITS, STRIPING, TESTING, OR ENGINEERING.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature 

PHILIP J. MCANANY

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

Signature _____

Signature _____

PLEASE SIGN AND RETURN

15320 MIDLAND DRIVE SHAWNEE, KS 66217 (913)631-5440 FAX (913)631-7043



BETTIS ASPHALT

07/30/2018

QUOTE TO: City of Tonganoxie
ADDRESS: Various Streets

JOB NAME: Tonganoxie Mill & Overlay Project 2018
LOCATION: Tonganoxie, KS

Item	Description	Quantity	Unit	Unit Price	Ext Price
1	2" MILL & OVERLAY BASE BID	25,000.000	SY	\$ 9.94	\$248,500.00
2	2" MILL & OVERLAY ADD/ALTERNATE	3,800.000	SY	\$ 9.94	\$37,772.00
Grand Total:					\$286,272.00

SCOPE: PROVIDE ALL EQUIPMENT, LABOR, AND MATERIAL NECESSARY TO PERFORM THE PROPOSED IMPROVEMENTS.

EXCLUDES: PERMANENT OR TEMPORARY SIGNAGE, SAWCUTTING, SUB-GRADE PREPARATION, AB-3 ROCK BASE, SHOULDERING, PAVEMENT MARKINGS, UTILITY PATCHING OR COVER ADJUSTMENTS, SWP3, CLEAN UP CREATED BY OTHERS, WEEKEND, HOLIDAY, OR NIGHT WORK.

CLARIFICATIONS: THIS PRICE IS BASED ON PROVIDING A KDOT SR-12.5A COMMERCIAL GRADE CLASS A MIX DESIGN FOR ALL LIFTS OF ASPHALT. THIS PROPOSAL IS FIRM BASED UPON COMPLETION OF 100% OF THE ASPHALT WORK BY OCT 1ST, 2018. MILLINGS WILL BE HAULED BY THE CITY AND BECOME CITY PROPERTY. IF NO PEC IS PROVIDED ALL APPLICABLE SALES TAX WILL BE DUE UPON FINAL PAYMENT. A PERFORMANCE BOND IS INCLUDED IN THE PRICING. LANGUAGE FROM THIS PROPOSAL SHALL BE INCLUDED IN ANY CONTRACT.

PRICING VALID FOR 60 DAYS.

PAYMENT TERMS: NET 30 DAYS

By: *Bryon PUNCHES*
Bryon PUNCHES 785-220-6180

ACCEPTANCE OF PROPOSAL

By: _____ Date: _____

Printed Name: _____



Incorporated

2601 NW Tullison Road • P.O. Box 9037 • Riverside, Missouri 64168 • (816) 741-2646 Voice • (816) 741-2711 Fax

FROM: Jay Stuke

DATE: July 31, 2018

TO: Kent Heskett/City of Tonganoxie Kansas

RE: 2018 Tonganoxie Mill & Overlay- Various Locations- Tonganoxie, KS/Asphalt Pavement

Seal-O-Matic Paving Company hereby proposes to furnish labor, equipment and materials to perform the following installation per plans, specifications and instructions provided; no addenda are acknowledged. All terms, conditions and clarifications stated within this proposal are to be included in any contract agreement document offered for signature. Additionally, Seal-O-Matic Paving Company reserves the right to negotiate specific terms or conditions of any contract agreement offered for signature, despite pre-bid publication.

Base Bid Scope:

2" Asphalt Mill & Overlay	+/- 26,000	SY	@	\$ 9.38	\$ 243,880.00
				Base Bid Total	= \$ 243,880.00

Add Alternate Bid Scope:

2" Asphalt Mill & Overlay	+/- 4350	SY	@	\$ 10.96	\$ 47,676.00
				Add Alternate Bid Total	= \$ 47,676.00

Terms & Conditions:

- Pricing requires acceptance of mix designs for KDOT Commercial Grade Class A SR 12.5A 15% asphalt surface, including recycled aggregate content, as submitted for use on the project.
- Pricing quoted is based on material quotes effective this date and is subject to change based upon liquid asphalt "price indexing". Contractor and/or owner will be notified of material and/or delivery pricing changes that may occur between the date of this proposal and the date the work is actually performed. A Change Order covering the amount of additional costs or potential savings will be issued. Please see the clarification of the liquid asphalt price indexing procedure below.

Liquid asphalt pricing used for this quote: \$.00/liquid ton [PG 64-22 oil]

- Pricing requires a maximum of one (1) mobilization in the 2018 paving season for all work with all work performed during the standard Monday-Friday work week. Any work scheduled outside this time frame will be subject to additional and/or overtime charges. Scheduling of work is contingent upon availability of materials from supplier of record and previous scheduling commitments of Seal-O-Matic Paving Company.
- Pricing EXCLUDES layout; staking; cutting or removal of existing; remediation of contaminated, frozen, soft, or excessively moist sub-grade; sub-grade compacted to paving grade; finish grading; herbicide; prime coat; base installation for p.c. concrete improvements; p.c. concrete improvements; cold weather protection; sealing; striping, painting, marking of pavement surface; signs; bumper blocks/wheel stops; protection of our installed work; field sampling or testing; builder's risk, owner's protective, railroad, marine or flood insurance coverage; permits; damage and repair to existing pavements; site restoration; crackfill; reflective cracking; all patching; all concrete work; utility adjustments; trucking and hauling for milling; temp surfacing; temp striping; tree trimming; shouldering; backfill; seeding.



Incorporated

2601 NW Tullison Road • P.O. Box 9037 • Riverside, Missouri 64168 • (816) 741-2646 Voice • (816) 741-2711 Fax

(Continued from Page 1 of 3)

- Adequate site access, on site water source and water meter to be provided by the owner.
- Our pricing is firm through September 30, 2018.
- Our pricing includes Performance and Payment bonds.
- If the installed quantity varies +/- 5% from the bid quantity, we reserve the right to adjust our unit pricing.
- Field measurements times unit prices will govern final billing.
- Fuel and/or energy surcharges for materials delivery and/or materials will be charged as additional work if imposed.
- Unless alternate payment terms are agreed by both parties, payment terms to be net 30 days from date of invoice or as specified in construction documents. Owner and/or Contractor to provide proof of financing if requested.

Signing and returning this proposal will not constitute a contractual commitment, however it will serve as a "Letter of Intent" allowing Seal-O-Matic Paving Company to secure material pricing with liquid asphalt price indexing for the paving season indicated. Lack of receipt within thirty (30) calendar days of this "Letter of Intent", or of contract documents for the scope of work of this proposal as stated above, may result in this proposal being withdrawn.

Please sign below if it is your intent, contingent upon your finalization of an agreement with your client, to enter into a contractual agreement with Seal-O-Matic Paving Company for the scope of work of this proposal and return to our attention as soon as possible.

Company: _____

Signature: _____

Printed Name & Title: _____

Date: _____

(Continued on "Liquid Asphalt Price Indexing Clarification" - Page 3 of 3)



Incorporated

2601 NW Tullison Road • P.O. Box 9037 • Riverside, Missouri 64168 • (816) 741-2646 Voice • (816) 741-2711 Fax

(Continued from Page 2 of 3)

Liquid Asphalt Price Indexing Clarification

Due to changes in our industry, we are no longer able to secure firm pricing from our asphaltic concrete suppliers as their oil suppliers are enforcing a "price on delivery" policy for liquid asphalt, the binding component of asphaltic concrete. Any work completed in the paving season indicated in the terms of the proposal for work will be subject to price adjustment computed through oil price indexing as illustrated below, a system similar to that which has been adopted by the Kansas Department of Transportation and the Missouri State Highway Commission.

We state the liquid asphalt pricing in force at time of proposal as quoted by liquid asphalt supplier ConocoPhillips, a price that we will post on the internet at www.sompaving.com for reference and confirmation on a monthly basis. As work is performed, we compare the price of liquid asphalt at time of asphalt installation and adjust pricing for the tonnage installed.

i.e.,

April 2007 bid cost for Liquid Asphalt PG 58/64-22	= \$375.00
August 2007 install cost for Liquid Asphalt PG 58/64-22	= \$390.00
Net indexed liquid asphalt increase	= \$ 15.00
% of liquid asphalt in mix (per mix design)	= 5% (assumed for illustration)
Increase per installed ton [\$15.00 x 5%]	= \$ 0.75 + applicable taxes

or

April 2007 bid cost for Liquid Asphalt PG 58/64-22	= \$375.00
August 2007 install cost for Liquid Asphalt PG 58/64-22	= \$360.00
Net indexed liquid asphalt decrease	= \$ 15.00
% of liquid asphalt in mix (per mix design)	= 5% (assumed for illustration)
Credit per installed ton [\$15.00 x 5%]	= \$ 0.75 + applicable taxes

(The liquid asphalt prices in the examples above are for purposes of illustration only and do not necessarily reflect actual pricing to be determined by liquid asphalt suppliers.)

Please note that the percentage of liquid asphalt is mix specific and is stated in the asphalt mix design(s) that will be submitted. There will be different percentages of liquid asphalt content for base and surface mixes and for recycled and virgin mixes. Additionally, there may be multiple price adjustments if there are multiple pavement installation mobilizations, adjustments will be quoted per tonnage installed each mobilization.

For work not completed in the paving season indicated in the terms of the proposal for work there may also be beginning-of-next-season price adjustments dependent upon other cost factors (labor, aggregates, etc) that may change.

Tonganoxie Mill and Overlay Project 2018



J.M. Fahey Construction Company

408 High Grove Road

Grandview, Missouri 64030

Estimator: Dustin K. Stull

Phone: (816) 763-3010

Email: dustin.stull@jmfahey.com

Quote To: Kent Heskett
Bid Date: 7/31/2018

Owner: City of Tonganoxie
Bid Time: 1:00 PM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MILL AND OVERLAY	25,000.00	SY	11.25	281,250.00
20	ADD/ALTERNATE MILL AND OVERLAY	3,800.00	SY	11.25	42,750.00
GRAND TOTAL					\$324,000.00

NOTES:

Our quote includes the following:

Milling, sweeping, and the hand work associated with milling. City to provide hauling. Millings will be property of the City.

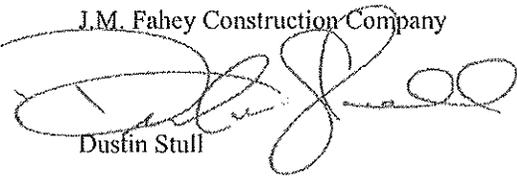
Asphalt, paving, and the hand work associated with paving.

Please contact us at (816) 763-3010 if you have any questions or comments.

We appreciate the opportunity to quote this work.

Sincerely,

J.M. Fahey Construction Company



Dustin Stull



AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Tonganoxie Business Association
SUBJECT: Resolution No. 08-18-05: Serving Alcoholic Beverages at the Tonganoxie Public Library for Sip & Paint Party hosted by Tonganoxie Business Association during Sunflower Stroll Event

DISCUSSION:

The Tonganoxie Business Association submitted a request to the City to authorize an event in order to submit for a temporary permit approval from the State of Kansas Alcohol and Beverage Control to serve alcoholic and cereal malt beverages on the Tonganoxie Public Library premises. The Tonganoxie Business Association is requesting that the City Council approve the event parameters requested from 2:00 PM to 4:00 PM on September 2, 2018. The attached letter from the Tonganoxie Business Association and event space request for the Library Community Room were the submittal materials, and staff prepared the attached resolution for consideration.

Based on the application timeline for temporary permits, it is unlikely that a resolution approved at the next regularly scheduled City Council meeting would meet the submittal requirements.

BUDGET IMPACT:

None

ACTION NEEDED:

Make a motion to approve Resolution 08-18-05, establishing that alcoholic beverages are approved for the special date listed.

ATTACHMENTS:

Resolution 08-18-05
Letter from Tonganoxie Business Association
Library Community Room Request

cc: George Brajkovic, City Manager
Shannon Marcano, City Attorney
Dan Porter, Assistant City Manager

Resolution 08-18-05

A RESOLUTION APPROVING A SPECIAL EVENT KNOWN AS SIP & PAINT PARTY AT THE TONGANOXIE PUBLIC LIBRARY HOSTED BY THE TONGANOXIE BUSINESS ASSOCIATION

WHEREAS, the Tonganoxie Business Association is a not for profit organization aiming to promote the arts, literacy and education in Tonganoxie through a proposed event to be held at the Tonganoxie Public Library located at 303 S. Bury; and

WHEREAS, the Tonganoxie Business Association plans to hold an art event in concurrence with the 2nd Annual Sunflower Stroll Weekend on September 2, 2018 between the hours of 2:00 to 4:00 p.m. and desires to serve alcoholic and cereal malt beverages on the same date.

WHEREAS, the Governing Body may approve special events and exempt public areas, streets and sidewalks from the prohibitions concerning drinking or consuming of alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks;

WHEREAS, the Tonganoxie Business Association will secure the appropriate approvals from the State of Kansas to serve alcoholic liquor and cereal malt beverages in accordance with all applicable state laws and municipal ordinances in the area designated by the Division of Alcoholic Beverage Control within the enclosed designated area during the event;

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

Section 1. That Tonganoxie Business Association's proposed Sip & Paint Party at the Tonganoxie Public Library on September 2, 2018 is hereby designated as a special event and authorization is given by the Governing Body of the City of Tonganoxie for the consumption of alcoholic liquor and cereal malt beverages during the specified date and time at 303 S Bury Street.

ADOPTED by the Governing Body this 6th day of August, 2018.

SIGNED by the Mayor this 6th day of August, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

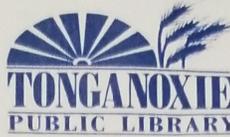


Phone: 913-417-3900 | Email: tonganoxiebusinessassociation@gmail.com

The Sunflower Stroll Committee with sponsorship from the Tonganoxie Business Association is seeking council approval to hold a Sip & Paint Party at the Tonganoxie Public Library in conjunction with the 2nd Annual Sunflower Stroll that is being held September 1-3 in downtown Tonganoxie.

- Contact for the event: Leigh Coffman coffmanillustration@msn.com 913-915-0575
- Attendees expected: 14-25
- Date: Saturday September 2, 2018
- Time: 2p-4p
- An insurance policy is in place with Skeet Insurance, Tonganoxie, KS.

Monica Gee,
Monica Gee
President,
Tonganoxie Business Association



Community Room Application

Event Sunflower Stroll (Sip and Paint Party) sponsored by TBA
 Contact name Leigh Coffman Phone number 913-915-0575
 Email address coffmanillustration@msn.com
 Attendees expected 14 to 25
 Meeting date Sat Sept. 2nd. 2-4 pm (reserved 1:30-4:30)
 Meeting time (including set-up & clean up) 1:30 - 4:30
 For Profit Fee: **\$20.00 DUE NOW** cash _____ / check _____

Non-Profit Status: No charge \$0.00 Non Profit

 Booked by library staff member [Signature]

Community Room Policies

- The Tonganoxie Library Community room is available for individual and group meetings.
- ALL meetings must be open to the public during library operating hours.
 - **\$20.00 due upon registration.**
- No soliciting, publicity, selling of products or services may be endorsed using the library name.
- Any group using the community room is expected to conduct its proceedings in a quiet, orderly manner and to set up and take down tables and chairs as needed. Trash must be placed in receptacles and the room left clean.
- Tobacco use and alcoholic beverages are prohibited on library premises. Use of the library's audiovisual equipment must be arranged upon room booking. Group is held responsible for any damage to, or theft of library property.
- The library is not responsible for lost or stolen articles. The library is not responsible for any accident that may have occurred during meeting use.
- The library reserves the right to refuse future bookings to groups that consistently fail to appear on reserved bookings and that do not abide by the above written policies.
- Cancellations: **24 hours** in advance notice **REQUIRED** for \$20.00 refund.



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Teresa Bastron, Administration
SUBJECT: Approval of Seamless Docs Renewal Agreement

DISCUSSION:

The City is currently utilizing a web-based platform called Seamless Docs for paperless application of water park season passes, employment applications, business license applications and approximately 33 other fillable forms. This system offers electronic access, submission and tracking of documents along with Authorize.net payment integration making for a convenient, seamless transaction by both residents and staff. The City receives an average of 36 monthly submissions through Seamless Docs, creating greater staff efficiency & savings through work flow, processing time, printing costs and postage. Since its introduction and usage beginning in 2015, we have received over 1200 submissions through the Seamless Docs platform.

The current subscription with Seamless Docs expires September 30, 2018. The renewal will include 3 licensed users with the ability to develop additional forms and applications going forward. This contract will be effective through 2021 at this rate.

BUDGET IMPACT:

The new subscription will cost the City \$4,988 per year and incur a 5% optimization (ongoing improvements) fee. The cost of this platform will be billed annually through 2021.

ACTION NEEDED:

Make a motion to authorize staff to execute the agreement with Seamless Docs for a 3-year subscription effective through 10/1/2021.

ATTACHMENTS:

Sole Source Authorization Form
Seamless Docs Renewal Agreement

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager



City of Tonganoxie

EXPENSE JUSTIFICATION FORM

DATE:

REQUESTING DEPARTMENT:

Public Works Fire Police Administration

TERESA BASTRON DAN PORTER

DEPARTMENT REPRESENTATIVE: _____
(Printed or Typed Name)

DIRECTOR'S SIGNATURE: _____


PURPOSE OF EXPENSE, INCLUDING RATIONALE FOR SOLE SOURCE PROCUREMENT:

Renewal of Seamless Docs platform currently in use on the City's website. This technology has been in use for the last 3 years and continues to gain users and create streamlined workflow each year it is promoted. Continuing implementation of this system allows the City to avoid many administrative tasks we would otherwise be managing manually as well as creating unlimited document storage potential. Each year Seamless Docs has been in use, more forms have been built and added to the existing offerings. In summary, sole source is requested due to the level of investment already made in this software platform.

WHAT DATE SHOULD THE WORK BEGIN?

10-1-2018

WHAT ARE THE CONSEQUENCES OF DELAYING THIS EXPENSE?

Contract will expire and access to this system will be denied, causing us to revert back to paper forms & applications for all needs.

WHAT ALTERNATIVE METHODS OF THIS EXPENSE HAVE BEEN RULED OUT?

N/A

BID/QUOTE – SOLE SOURCE PROCUREMENT

Company Name

Amount



City of Tonganoxie

EXPENSE JUSTIFICATION FORM

Seamless Docs

4955 annually with 5% optimization

\$ _____

Determination

Approved Denied

Authorized Signature: _____

City Manager

Requires city council approval? Yes No

Renewal

SeamlessGov Online Form Automation Platform

FOR: Tonganoxie, KS

ON: 7/09/2018



Exclusive Proposal

For the intended recipient only

This custom proposal, and any attachments or links, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at seamlessdocs.com.

Prepared for:	Tonganoxie, KS
Prepared by:	Tanzila Ahad
Prepared date:	7/09/2018
Current Subscription End Date:	9/30/2018
Expires	9/30/2018

Your SeamlessDocs Usage Summary

Subscription Summary (2015-2018)

CURRENT PLAN (2015-2018)		
# of SeamlessDocs	UNLIMITED	INCLUDED
# of Submissions/esignatures	UNLIMITED	INCLUDED
# of Users	Up to 3	INCLUDED
Total Base Cost		\$4,750.00

Activity Stats:

The below statistics highlight how successfully **Tonganoxie** has used the SeamlessDocs platform as of **7/09/2018**

CURRENT PLAN (account lifetime totals)	
# of SeamlessDocs & Web Forms Created	35
# of Submissions	1,215
# of Users	3 out of 3
# of Log Ins	207
Estimated Time Saved*	303 Hours
Estimated \$ Saved in Reduced Labor From Lower Processing Time	\$15,550

*based on 15 minutes saved per form submission

Pricing Summary

Subscription Summary

One year renewals incur a 10% Optimization Fee due to ongoing feature additions and improvements throughout your previous subscription.

A three year agreement will incur a 5% Optimization Fee per year and be billed annually.

A five year agreement will incur a 3% Optimization Fee and be billed annually.

Service	Choice	Cost	Savings
1 Year (until 2019)	<input type="radio"/>	\$5,225	\$0
3 Years (until 2021)	<input type="radio"/>	\$4,988	\$681
5 Years (until 2023)	<input type="radio"/>	\$4,893	\$1,660
Total Annual Subscription Costs, Annually (2018-2021)			\$4,988

Add Ons	Choice	Cost	Total
Additional Users	<input type="radio"/>	\$500/each	
Form Conversion	<input type="radio"/>	\$1,000	
Private Labeling	<input type="radio"/>	\$1,500	
Total Annual Subscription Costs			

**Savings over the course of the term of the contract.*

Subscription Term Details

Term	
Number of Users	Up to 3
Subscription Start Date	9/30/2015
Subscription End Date	9/30/2018
Payment Terms	Net 30
General Notes	

Order Form

SIGNATURE PAGE

Please complete the info and sign below. You will receive an executed copy automatically.

Organization Name	City of Tonganoxie
Street Address	321 S. Delaware, PO Box 326
City, State, Zip	Tonganoxie, KS 66086
Primary Contact Name	Dan Porter
Primary Contact Email	dporter@tonganoxie.org
Billing Contact Name	Dan Porter
Billing Contact Email	dporter@tonganoxie.org

This Agreement is between the above Licensee & Bizodo Inc, dba SeamlessDocs. By executing this Agreement you are approving the pricing and subscription details for your custom plan.

Partner

Signature	
Full Name	Dan Porter
Title	Assistant City Manager
Date	

SeamlessDocs

Signature	
Full Name	Tanzila Ahad
Title	Success Manager
Date	



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: June 2018 Financial Report

DISCUSSION:

As of June 30, or 50% through the fiscal year, the City collected 57% of budgeted revenues in all funds and spent 36% of budgeted expenditures.

Below are further highlights:

General Fund

Revenues

- Overall General Fund revenues are currently tracking at 72% of budget estimates. In June of 2017, General Fund revenues were tracking at 67% of budget estimates.
- Total sales tax revenue collected in the General Fund through June adds up to \$218,468, or 49% of budget estimates. Collections through June of this year came in at about \$1,000 more than what was collected through June of 2017.
- Use tax has collected \$55,467 in the General Fund through June. This equals 50% of budget estimates for the year. Collections through June show an 8% increase from what was collected through June of 2017.
- Property tax collection is currently tracking at 92% of budget estimates. The City received its largest monthly property tax remittance in June. The next significant payments will be received in October. 88% of property taxes had also been collected through June 2017.
- Building permits collected 43% of budget estimates through June. Collections so far this year are showing a decrease from what was collected through the same time last year, but are still on a strong pace with more activity anticipated in the next several months.
- Municipal court fines have collected 43% of budget estimates through June. Collections this year are slightly ahead of pace with the same time last year.
- Franchise fees have collected 49% of budget estimates through June. Collections this year are showing by increased payments from the gas and cable utilities, at 70% and 51% of budget, respectively.
- The Water Park performed exceptionally well through the end of June, with 75% of pool admission fees, 46% of concession revenue, 50% of pool rental fees, and 77% of swim lesson fees collected.

Expenditures

- Overall General Fund expenditures are tracking at 47% of budgeted expenditures as of the end of June. In 2017, General Fund expenditures were tracking at the same level of budgeted expenditures.
- As of the end of June, 46% of the personal services budget has been expended in the General Fund, while 45% of contractual services, 40% of commodities, and 77% of equipment budgets have been expended. Compared to last year, personal services are 1% lower, contractual services are significantly lower, and capital equipment spending is larger in large part due to the

expenditures tied to a portion of unanticipated revenue from property sales. Salaries, insurance premiums, payroll taxes, and pension costs are all below 50% of budget authority halfway through the year.

Utility Funds

- The Water Operations Fund is tracking at 45% of revenue estimates and 37% of budgeted expenditures. Specifically, water charges collected totaled \$376,220, making up 44% of budget estimates for the year. Water purchases are tracking at 43% of budget in 2018, which is about \$14,000 less than in June 2017.
- The Sewer Operations Fund is tracking at 48% of revenue estimates and 33% of budgeted expenditures. Revenues collected through June are on track to finish the year slightly below 2018 budget projections.
- The Sanitation Fund is tracking at 47% of revenue estimates and 52% of budgeted expenditures. The trash rates for 2018 did not increase, and expenditure trends are on pace with last year.
- The Stormwater Fund collected \$3,451 in revenue in June 2018. This collection puts it on pace for close to 70% collection of budgeted revenues for 2018 and lends support to the anticipated collection of \$40,000 on an annual basis.

Other Funds

- The Special Highway Fund is tracking at 27% of revenue estimates for the year and 2% of budgeted expenditures. One significant source of revenue in this fund is the construction excise fee paid as development of new properties takes place. This revenue source has collected 36% of the annual budget of \$55,000.
- The Capital Projects Fund collected 48% of budget estimates for the year and spent 6% of total budget authority. This fund's main revenue source is the countywide sales and use tax. So far this year, \$247,190 has been collected from this sales and use tax, which is an 8% increase from what was collected through June of 2017.
- The Infrastructure Sales Tax Fund collected 51% of revenue estimates for the year, and is on track to end the year slightly higher than budget estimates. Use tax has come in at 55% of budget.
- The Water Equipment and Sewer Equipment Reserve funds continue to perform well. The Water Equipment Reserve fund has collected 44% of revenue estimates for the year through June and the Sewer Equipment Reserve Fund has collected 44%. 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 steady level of development experienced this year is directly impacting the performance of these funds.

cc: George Brajkovic, City Manager
Brandon Marshall, Police Lieutenant
Kent Heskett, Public Works Director
John Zimbelman, Fire Chief
Darren Shupe, Water Park Manager



Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2867784.00	2,867,784.00	699,290.90	2,064,900.03	-802,883.97	72.00 %
210 - Water Operations Fund	1299100.00	1,299,100.00	97,238.99	583,104.50	-715,995.50	44.89 %
220 - Sewer Operations Fund	864000.00	864,000.00	65,439.37	417,939.10	-446,060.90	48.37 %
230 - Sanitation Fund	382000.00	382,000.00	29,786.26	179,226.24	-202,773.76	46.92 %
240 - Storm Water	40000.00	40,000.00	3,451.27	6,947.20	-33,052.80	17.37 %
310 - Transient Guest Tax	1500.00	1,500.00	0.00	621.01	-878.99	41.40 %
320 - Library Operations	393500.00	393,500.00	119,759.85	326,857.07	-66,642.93	83.06 %
330 - Special Parks	5000.00	5,000.00	529.83	1,501.73	-3,498.27	30.03 %
340 - Special Highway	357100.00	357,100.00	4,746.14	97,367.68	-259,732.32	27.27 %
350 - Infrastructure Sales Tax	405000.00	405,000.00	35,066.03	205,811.03	-199,188.97	50.82 %
360 - Capital Projects	622000.00	622,000.00	65,835.00	297,190.40	-324,809.60	47.78 %
410 - Fire Equipment Reserve	105000.00	105,000.00	8,718.99	42,958.11	-62,041.89	40.91 %
420 - Police Equipment Reserve	20000.00	20,000.00	480.00	5,263.44	-14,736.56	26.32 %
430 - Sewer Capital Reserve	60000.00	60,000.00	1,375.00	26,125.00	-33,875.00	43.54 %
440 - Water Capital Reserve	46000.00	46,000.00	2,000.00	20,000.00	-26,000.00	43.48 %
450 - Capital Reserve	20000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
500 - Debt, Bond, and Interest	705157.00	705,157.00	153,602.61	388,782.43	-316,374.57	55.13 %
Report Total:	8,193,141.00	8,193,141.00	1,287,320.24	4,664,594.97	-3,528,546.03	56.93 %



Expenditure Report

For Fiscal: 2018 Period Ending: 06/30/2018

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2867784.00	2,867,784.00	246,504.89	1,348,726.21	1,519,057.79	47.03 %
210 - Water Operations Fund	1299100.00	1,299,100.00	128,485.44	502,253.63	796,846.37	38.66 %
220 - Sewer Operations Fund	864000.00	864,000.00	54,071.95	284,459.00	579,541.00	32.92 %
230 - Sanitation Fund	382000.00	382,000.00	32,837.95	199,139.44	182,860.56	52.13 %
240 - Storm Water	20000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
310 - Transient Guest Tax	1500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
320 - Library Operations	393500.00	393,500.00	120,090.17	320,679.96	72,820.04	81.49 %
330 - Special Parks	5000.00	5,000.00	260.08	1,335.21	3,664.79	26.70 %
340 - Special Highway	357100.00	357,100.00	6,350.79	6,350.79	350,749.21	1.78 %
350 - Infrastructure Sales Tax	405000.00	405,000.00	4,450.00	4,450.00	400,550.00	1.10 %
360 - Capital Projects	522000.00	522,000.00	0.00	33,128.83	488,871.17	6.35 %
410 - Fire Equipment Reserve	105000.00	105,000.00	14,358.92	70,647.06	34,352.94	67.28 %
420 - Police Equipment Reserve	25000.00	25,000.00	2,867.00	5,210.00	19,790.00	20.84 %
430 - Sewer Capital Reserve	135000.00	135,000.00	3,150.00	5,982.24	129,017.76	4.43 %
440 - Water Capital Reserve	95000.00	95,000.00	2,035.36	19,999.36	75,000.64	21.05 %
450 - Capital Reserve	20000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
500 - Debt, Bond, and Interest	745269.00	745,269.00	106,883.75	139,093.30	606,175.70	18.66 %
Report Total:	8,242,253.00	8,242,253.00	722,346.30	2,941,455.03	5,300,797.97	35.69 %



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	498,796.37	2,064,900.03	1,348,726.21	1,214,970.19
210 - Water Operations Fund	373,363.16	583,104.50	502,253.63	454,214.03
220 - Sewer Operations Fund	301,505.76	417,939.10	284,459.00	434,985.86
230 - Sanitation Fund	122,123.82	179,226.24	199,139.44	102,210.62
240 - Storm Water	0.00	6,947.20	0.00	6,947.20
310 - Transient Guest Tax	2,243.18	621.01	0.00	2,864.19
320 - Library Operations	3,786.34	326,857.07	320,679.96	9,963.45
330 - Special Parks	13,692.79	1,501.73	1,335.21	13,859.31
340 - Special Highway	291,450.62	97,367.68	6,350.79	382,467.51
350 - Infrastructure Sales Tax	110,804.29	205,811.03	4,450.00	312,165.32
360 - Capital Projects	353,746.07	297,190.40	33,128.83	617,807.64
410 - Fire Equipment Reserve	114,646.87	42,958.11	70,647.06	86,957.92
420 - Police Equipment Reserve	33,618.40	5,263.44	5,210.00	33,671.84
430 - Sewer Capital Reserve	300,263.16	26,125.00	5,982.24	320,405.92
440 - Water Capital Reserve	266,769.57	20,000.00	19,999.36	266,770.21
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	151,546.38	388,782.43	139,093.30	401,235.51
Report Total:	2,939,271.81	4,664,594.97	2,941,455.03	4,662,411.75

CITY OF TONGANOXIE, KANSAS
SUMMARY OF RECEIPTS, DISBURSEMENTS & CASH BALANCES
FOR 2ND QUARTER ENDED JUNE 30, 2018

	12/31/2017		RECEIPTS		DISBURSEMENTS	6/30/2018
	BEGIN. BALANCE					ENDING BALANCE
GENERAL	\$ 498,796	\$	2,064,900	\$	1,348,726	\$ 1,214,970
Enterprise Funds						
WATER	\$ 373,363	\$	583,105	\$	502,254	\$ 454,214
SEWER	\$ 301,506	\$	417,939	\$	284,459	\$ 434,986
SANITATION	\$ 122,124	\$	179,226	\$	199,139	\$ 102,211
STORM WATER	\$ -	\$	6,947	\$	-	\$ 6,947
SEWER CAP IMPROVEMENT	\$ 300,263	\$	26,125	\$	5,982	\$ 320,406
WATER CAP IMPROVEMENT	\$ 266,769	\$	20,000	\$	19,999	\$ 266,770
Special Revenue Funds						
TRANSIENT GUEST TAX	\$ 2,243	\$	621	\$	-	\$ 2,864
LIBRARY	\$ 3,786	\$	326,857	\$	320,680	\$ 9,963
LAW ENFORCEMENT TRUST	\$ 1,706	\$	-	\$	-	\$ 1,706
SPECIAL PARKS	\$ 13,692	\$	1,502	\$	1,335	\$ 13,859
Debt Service Funds						
DEBT SERVICE	\$ 151,546	\$	388,782	\$	139,093	\$ 401,235
INFRASTRUCTURE SALES TAX	\$ 110,804	\$	205,811	\$	4,450	\$ 312,165
Capital Projects Funds						
SPECIAL HIGHWAY	\$ 291,451	\$	97,368	\$	6,351	\$ 382,468
EQUIPMENT RESERVE	\$ 915	\$	-	\$	-	\$ 915
CAPITAL PROJECTS	\$ 353,746	\$	297,190	\$	33,129	\$ 617,807
POLICE DEPT EQUIP RESERVE	\$ 33,618	\$	5,263	\$	5,210	\$ 33,671
FIRE DEPT EQUIP RESERVE	\$ 114,647	\$	42,958	\$	70,647	\$ 86,958
TOTALS	\$ 2,940,975	\$	4,664,594	\$	2,941,454	\$ 4,664,115

OUTSTANDING DEBT

<u>GENERAL OBLIGATION BONDS</u>	<u>2nd quarter</u>
2000 4th Street Improvement	\$ 45,000
2007A PW Facility	\$ -
2007B Water Park	\$ -
2009A Streets	\$ 130,000
2010A Streets	\$ 740,000
2013A Industrial Park	\$ 1,455,000
2013B Refunding Rev. Loans	\$ 4,935,000
2017A Refunding 2007A and 2009A	\$ 1,860,000
2018A Library Sales Tax	\$ 3,660,000
Sub-Total	\$ 12,825,000
<u>OTHER OBLIGATIONS</u>	
Lease Purchases	\$ 1,004,358
Ball Fields - Rec Commission	\$ 152,662
Radio Lease	\$ -
County Road 1	\$ 700,000
Sub-Total	\$ 1,857,020
Grand Total	\$ 14,682,020

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 6th Day of August, 2018

Signed: JoAnn Ferguson, Treasurer

(Seal)

Signed: Dan Porter, Assistant City Manager



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: 2018-2019 Property and Liability Risk Pool Contributions Update

DISCUSSION:

Staff is presenting the City Council with an update regarding the payment of premium contributions for property and liability coverage with MPR of Kansas, Inc. The City of Tonganoxie has been a member entity of the risk pool MPR of Kansas, Inc. since 2011. After the member entity meets a deductible associated with a claim, the risk pool entity provides coverage of various liabilities including general, property, auto, sewer, law enforcement, and cyber liability along with various benefits of membership. Other member services include a loss control credit program reimbursing member entities for a portion of the costs of loss control resources, work practice & environment reviews, no fee subject-specific legal consultation services, and on-demand member consultation services.

The amount of contributions assessed each year varies slightly based on the reported valuation of City properties, contents within City properties, and total payroll costs by type of position. The attachment provides information on the contributions for the 2018-2019.

BUDGET IMPACT:

The 2018 budget includes sufficient expenditure authority to meet the obligations of the City for property and liability risk pool premiums.

ACTION NEEDED:

None.

ATTACHMENTS:

Midwest Public Risk of Kansas, Inc. 2018-2019 Property and Liability Contributions – City of Tonganoxie

cc: George Brajkovic, City Manager



Midwest Public Risk
19400 E Valley View Parkway
Independence, MO 64055
816.292.7500
www.mprisk.org

Invoice No.
Invoice Date:
Due Date:

PL20180510.96
5/10/2018
June 30, 2018

Dan Porter
Asst City Manager
City of Tonganoxie
321 South Delaware,
Tonganoxie, Kansas 66086

FY 18-19 PROPERTY AND LIABILITY CONTRIBUTIONS
City of Tonganoxie (MPR 107)

FY 18-19 Contributions Summary (detail on next page)	
Property Contributions	\$33,874.29
Liability Contributions	\$66,470.13
Total Property and Liability Contributions	\$100,344.42

Note: Property pricing was determined using property values in the Origami site as of 5.8.2018.

Questions: Please contact Megan Richardson at 816.292.7572 or megan@mprisk.org

Please make checks payable to:
Midwest Public Risk
19400 E Valley View Parkway
Independence, MO 64055

(For proper credit, please do not send checks to the EB lockbox PO Box address)



Office of the City Manager
AGENDA STATEMENT

DATE: August 6, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Heather Holek, Administration
SUBJECT: Water Shut Off Procedure Update

DISCUSSION:

Last business day of prior month	15th of each month	16th of each month	Second to last business day of the month
Bill processed and sent to Record News (vendor) for mailing	Bills are due	10% late fee added to accounts with unpaid bill	Shut off date - water service interrupted for unpaid accounts
Email distribution of bills occurs	If 15th falls on a weekend, following Monday payments accepted without penalty	Late Reminders mailed to accounts with unpaid bill	1 PM shut off If paid before 4:30 PM, reconnect fee of \$30 included If paid after 4:30 PM, after hours reconnect fee of \$75 included. Includes phone call to Public Works Director

BUDGET IMPACT:

None.

ACTION NEEDED:

None.

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director
Dan Porter, Assistant City Manager