



*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 October 1, 2015

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) Presentation: Prairie Fire Development Group
- b) Resolution 10-18-04: Approval of Animal Control Services Agreement Contract with Frank Robison
- c) Resolution 10-18-05: Accepting a Donation of Real Estate from Norman C. and Nancy L. Younger
- d) Consider authorization of \$125,000 in expenditures for Interceptor Sewer Project – Phase 1
- e) City Manager Agenda
 - 1. Funding Opportunity for the Department of Transportation's Competitive Highway Bridge Program
 - 2. Library Project Update
 - 3. Mayor's Tree Lighting Event Update
- f) City Attorney Agenda
- g) Mayor Pro Tem Agenda
- h) City Council Agenda
- i) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

CITY COUNCIL MEETING DRAFT MINUTES

October 1, 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. Reed, Ms. Stevens, Mr. Oroke, and Mr. Bennett. City Manager George Brajkovic, City Attorney Shannon Marcano, Public Works Director Kent Heskett, Police Chief Greg Lawson, and Assistant City Manager Dan Porter were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

II. APPROVAL OF MINUTES – REGULAR MEETING DATED SEPTEMBER 17, 2018

- Ms. Reed made a motion to approve the minutes from the September 17, 2018 City Council meeting.
- Mr. Oroke seconded.
- Vote of all ayes, motion carried.

III. CONSENT AGENDA

- a) Review bill payments
- Ms. Reed made a motion to approve the consent agenda.
- Mr. Bennett 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.

- No comments were offered during the open agenda period.

V. OLD BUSINESS

- No Items

VI. NEW BUSINESS

- a) Resolution 10-18-01: Authorizing Execution of a Design Build Agreement between the City of Tonganoxie and J.E. Dunn Construction Company
- Mr. Brajkovic introduced the item.
- Mr. Himpel made a motion to approve Resolution 10-18-01.
- Ms. Reed seconded.
- Vote of all ayes, motion carried.

- b) Resolution 10-18-02: First Amendment to the Memorandum of Understanding between the City of Tonganoxie and Tonganoxie Public Library Board
 - **Ms. Reed made a motion to approve Resolution 10-18-02.**
 - **Ms. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- c) Presentation by the Alliance Against Family Violence
 - Mr. Brajkovic introduced Stan Cherrie, with the Alliance Against Family Violence.
 - Stan Cherry addressed the City Council with a presentation about the Alliance Against Family Violence.

- d) Ordinance 1448: An Ordinance Approving and Accepting a Permanent Utility Easement from Evans Family Trust
 - Mr. Brajkovic introduced the item.
 - Mr. Porter described the location and context of the two easements being presented for approval.
 - **Ms. Reed made a motion to approve Ordinance 1448.**
 - **Mr. Bennett seconded.**
 - **Vote of all ayes, motion carried.**

- e) Ordinance 1449: An Ordinance Approving and Accepting a Permanent Utility Easement from Ryan Hutton
 - **Mr. Himpel made a motion to approve Ordinance 1449.**
 - **Mr. Oroke seconded.**
 - **Vote of all ayes, motion carried.**

- f) Resolution 10-18-03: Authorizing Asphalt Rejuvenation Contract with Proseal, Inc.
 - Mr. Heskett introduced the item.
 - **Ms. Stevens made a motion to approve Resolution 10-18-03.**
 - **Mr. Oroke seconded.**
 - **Vote of all ayes, motion carried.**
 - Mayor Ward requested more information be added on the City's website about the efforts taken to improve and maintain infrastructure across the City.

- a) Consider approval of request to purchase 2017 Dodge Charger in an amount not to exceed \$20,000
 - Mr. Brajkovic introduced the item.
 - Mr. Lawson provided more information about the purchase and the state of the City's existing Police Department fleet.
 - **Mr. Oroke made a motion to authorize a purchase of a 2017 Dodge Charger in an amount not to exceed \$20,000.**
 - **Ms. Reed seconded.**
 - **Vote of all ayes, motion carried.**

- g) City Manager Agenda
 - 1. Water Usage Update
 - Mr. Brajkovic provided information to the City Council on the status of water usage in the community, including a breakdown of the usage in areas of the City serviced with water purchased from BPU and areas serviced by a blend of water purchased from BPU and produced in the City's wells.

2. Library Construction Update

- Mr. Brajkovic noted that earlier items in the agenda included an update for the City Council on the most recent status of the Library Construction Project.

- h) City Attorney Agenda

- i) Mayor Pro Tem Agenda

- j) City Council Agenda

- k) Mayor Agenda
 - 1. Executive session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
- **Ms. Reed made a motion at 7:58 PM to recess the governing body into executive session to discuss litigation pursuant to the consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319 (b) (2). The open meeting will resume in the City Council chambers after 10 minutes at 8:08 PM. The executive session will include the Governing Body, City Manager, City Attorney, Police Chief, and Assistant City Manager.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- ...
- **Ms. Stevens made a motion at 8:08 PM to return from executive session and noted that no action was taken.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**

VII. INFORMATION & COMMUNICATIONS (NO ACTION REQUIRED)

VIII. ADJOURN

- **Mr. Oroke made a motion to adjourn the meeting.**
- **Ms. Reed seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:09 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 09/28/2018 - 10/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0022	ANDERSON RENTALS INC	10/01/2018	Regular	0.00	58.00	45418
0025	APAC-KANSAS, INC	10/01/2018	Regular	0.00	795.56	45419
0189	FIRST STATE BANK & TRUST	10/01/2018	Regular	0.00	1,112.27	45420
1004	GEORGE BRAJKOVIC	10/01/2018	Regular	0.00	705.28	45421
0243	HIMPEL LUMBER & BUILDING SUPPL	10/01/2018	Regular	0.00	534.64	45422
0250	HONEYCREEK DISPOSAL SERVICE	10/01/2018	Regular	0.00	26,419.50	45423
0286	JDC SECURITY LLC	10/01/2018	Regular	0.00	103.35	45424
0320	KANSAS DEPT OF REVENUE	10/01/2018	Regular	0.00	25.00	45425
0381	LADD SERVICE COMPANY	10/01/2018	Regular	0.00	505.00	45426
1007	LEAVENWORTH PAPER & OFFICE SUPPLY LLC	10/01/2018	Regular	0.00	208.02	45427
0476	NATIONAL SIGN COMPANY INC.	10/01/2018	Regular	0.00	1,855.80	45428
1003	NAVY BRAND MFG CO	10/01/2018	Regular	0.00	270.11	45429
1005	PREMIER AUTOMOTIVE OF KANSAS CITY, LLC	10/01/2018	Regular	0.00	2,105.00	45430
0538	PUR-O-ZONE	10/01/2018	Regular	0.00	253.89	45431
0597	SOUTHERN LV CO LEADERSHIP DVLP	10/01/2018	Regular	0.00	400.00	45432
0990	TIRE HUB	10/01/2018	Regular	0.00	471.76	45433
0628	TODD'S TIRE LLC	10/01/2018	Regular	0.00	92.00	45434
0642	U S POSTAL SERVICE	10/01/2018	Regular	0.00	1,082.00	45435
0645	UNITED RENTALS, (NORTH AMERICA	10/01/2018	Regular	0.00	562.00	45436
0648	UNIVERSAL, INC.	10/01/2018	Regular	0.00	449.85	45437
1006	UV DOCTOR LAMPS, LLC	10/01/2018	Regular	0.00	2,181.16	45438
0656	VERIZON WIRELESS	10/01/2018	Regular	0.00	129.69	45439
0661	VISION SERVICE PLAN	10/01/2018	Regular	0.00	372.37	45440
0684	WIRENUTS	10/01/2018	Regular	0.00	138.80	45441
0034	AT&T ACCESS TRANSPORT SERVICES	10/05/2018	Regular	0.00	74.49	45442
0046	BAY BRIDGE ADMINISTRATORS, LLC	10/05/2018	Regular	0.00	357.48	45443
0136	DELTA DENTAL PLAN OF KANSAS,IN	10/05/2018	Regular	0.00	2,110.30	45444
0166	EMERGENCY REPORTING	10/05/2018	Regular	0.00	181.33	45445
0189	FIRST STATE BANK & TRUST	10/05/2018	Regular	0.00	1,049.99	45446
0198	FRANK ROBISON	10/05/2018	Regular	0.00	1,400.00	45447
0199	FREE STATE FITNESS	10/05/2018	Regular	0.00	1,000.00	45448
0205	GALL'S LLC	10/05/2018	Regular	0.00	89.97	45449
0838	HEARTLAND FIRE & SAFETY EQUIPMENT CO INC	10/05/2018	Regular	0.00	265.00	45450
0239	HERITAGE TRACTOR, INC.	10/05/2018	Regular	0.00	162.75	45451
0755	INTELLICORP	10/05/2018	Regular	0.00	54.68	45452
0330	KANSAS GAS SERVICE	10/05/2018	Regular	0.00	203.55	45453
0496	KANSAS ONE CALL CONCEPTS	10/05/2018	Regular	0.00	93.60	45454
0345	KATHLEEN MCBRATNEY	10/05/2018	Regular	0.00	375.00	45455
0802	LED DIRECT	10/05/2018	Regular	0.00	534.00	45456
0410	LIBERTY NATIONAL	10/05/2018	Regular	0.00	224.71	45457
0914	LOCAL LAW, LLC.	10/05/2018	Regular	0.00	4,230.00	45458
0732	METLIFE - GROUP BENEFITS	10/05/2018	Regular	0.00	207.55	45459
0857	MIDCONTINENT COMMUNICATIONS	10/05/2018	Regular	0.00	268.04	45460
1008	New Century Services - NCS, LLC	10/05/2018	Regular	0.00	4,256.21	45461
0479	NEW DIRECTIONS BEHAVIORAL HEAL	10/05/2018	Regular	0.00	272.34	45462
0542	QUILL	10/05/2018	Regular	0.00	230.59	45463
0548	RECORDNEWS	10/05/2018	Regular	0.00	2,426.70	45464
0555	RICOH USA, INC.	10/05/2018	Regular	0.00	29.96	45465
0579	SECURITY BENEFIT - 457	10/05/2018	Regular	0.00	2,556.92	45466
0594	SMITHEREEN PEST CONTROL	10/05/2018	Regular	0.00	198.00	45467
0614	T-MOBILE	10/05/2018	Regular	0.00	396.81	45468
0630	TONGANOXIE LIBRARY BOARD	10/05/2018	Regular	0.00	33,629.72	45469
0651	USA BLUE BOOK	10/05/2018	Regular	0.00	701.96	45470

My Check Report

Date Range: 09/28/2018 - 10/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0677	WILLIAM PRAY	10/05/2018	Regular	0.00	600.00	45471

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	54	0.00	99,012.70
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
	65	54	0.00	99,012.70

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	54	0.00	99,012.70
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
	65	54	0.00	99,012.70

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	10/2018	99,012.70
			99,012.70



Office of the City Manager
AGENDA STATEMENT

DATE: October 11, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Resolution 10-18-04 for Animal Control Contract Approval

DISCUSSION:

As the Current Contract for Animal Control Services is set to expire October 19, 2018, city staff issued a RFP for the same services on August 31, with responses due by September 19th.

Staff received one response to the RFP, from Frank Robison, the current contractor. Staff has had a chance to negotiate the contract with Mr. Robison, and there is no change in the financial compensation from the previous contract:

1. A base annual fee not to exceed \$14,400.00.
2. An annual vehicle allowance not to exceed \$2,400.00.
3. An initial, one-time equipment stipend of \$500.00.

Staff did introduce performance measures into the contract including, but not limited to:

- Maximum expected response times for return phone calls, both during day hours and after hours
- Maximum allotted response times for on-site arrival, both during day hours and after hours
- Proper identification on self and vehicle
- Maintain daily logs, which are to be submitted on a monthly basis for review

As a reminder, this contract is solely for the Field Services portion of Animal Control. The City maintains an Agreement with the City of Leavenworth Animal Control for the impoundment and veterinary care of animals.

BUDGET IMPACT:

Total budgeted annual impact \$17,300.

ACTION NEEDED:

Make a motion to adopt Resolution 10-18-04, approving the Contract for Animal Control Services with Frank Robison.

ATTACHMENTS:

Resolution 10-18-04
Animal Control Contract.

cc: Dan Porter, Assistant City Manager

RESOLUTION NO. 10-18-05

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT CERTAIN ANIMAL CONTROL SERVICES AGREEMENT BETWEEN THE CITY OF TONGANOXIE, KANSAS, AND FRANK ROBINSON

WHEREAS, the City of Tonganoxie and Frank Robinson wish to enter into that certain Animal Control Services Agreement, 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 Animal Control Services Agreement between the City of Tonganoxie and Frank Robison, attached hereto as Exhibit A.

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

ADOPTED by the Governing Body this 15th day of October, 2018.

SIGNED by the Mayor this 15th day of October, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
Animal Control Services Agreement

ANIMAL CONTROL SERVICES AGREEMENT

THIS ANIMAL CONTROL SERVICES AGREEMENT (“Agreement”) made this ____ day of October, 2018, between the City of Tonganoxie, Kansas, a constitutionally chartered municipal corporation (“City”), and Frank Robinson (“Contractor”) (hereafter jointly the “Parties”), shall provide animal control services to the City in accordance with the terms and conditions contained in this Agreement.

WHEREAS, the City desires to provide animal control services; and

WHEREAS, the Contractor desires to engage the City contractually for said services; and

WHEREAS, it is in the best interests of the City to utilize the Contractor to accomplish said services; and

WHEREAS, the City Council approved entering an agreement with Contractor for said services in a public meeting and with opportunity for public consideration and comment; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

Sec. 1. Engagement.

City engages Contractor to render and Contractor agrees to render to City all the services as more fully described in Section 4 of this Agreement.

Sec. 2. Payments.

- A. As consideration for the performance of the Contractor’s obligations hereunder, the City will pay Contractor, subject to appropriation by the City Council, a according to the following.
 - 1. A base annual fee not to exceed \$14,400.00.
 - 2. An annual vehicle allowance not to exceed \$2,400.00.
 - 3. An initial, one-time equipment stipend of \$500.00.
- B. No request for payment by Contractor in excess of cumulative annual charges pursuant to Section 2(A) herein shall be payable under the terms of this Agreement. The City agrees to request work by Contractor not to exceed the limitations as set forth in Section 2(A) herein.
- C. If the Initial Term of this Agreement is extended pursuant to Section 3 of this Agreement, any obligation of the City to pay the Contractor for future renewable years shall be subject to annual appropriation by the City Council, which may amend the total allowable charges as defined in Section 2(A) herein.

- D. The City agrees to pay Contractor either on monthly basis, as determined by the Parties, in the course of its normal monthly payment cycle upon receipt of invoices from Contractor in a form acceptable to the City.
 - 1. All rates will include costs for materials, equipment, and no additional charges other than the rates as defined herein.
 - 2. Work that would be outside the scope of services in Section 4 of this Agreement will be subject to the terms of a separate agreement.
- E. Payment for invoices will be processed within thirty days of submittal and upon approval of payment by the City.
- F. The City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Agreement.

Sec. 3. Term of Agreement.

The term of this Agreement (“Term”) shall be for two (2) years commencing on October 19, 2018, (the “Commencement Date”) and will automatically renew on an annual basis unless sooner terminated pursuant to any provision herein by either party.

Sec. 4. Scope of Services.

Contractor shall perform services including, but not limited to, the following:

- A. Comply with direction from the police chief or designee.
- B. Respond to calls in the following manner:
 - 1. From the hours of 7 a.m. to 5 p.m., there shall be a 10 minute phone response time, and a maximum 30 minute on-site response time.
 - 2. From the hours of 5:01 p.m. to 6:59, there needs to be a 15 minute phone response, and a maximum 60 minute on-site response time.
 - 3. Failure to adhere to the required response times, save for 3 excusable instances reviewed and approved by the police chief, shall result in a 10% reduction in total monthly compensation.
- C. Extend all best faith efforts to effectively provide animal control in the city limits.
- D. Maintain a Daily Activity and Call Log, to be submitted to the police chief on the last day of each month.
- E. Maintain and present proper identification of self and vehicle, as an authorized City Contractor.
- F. Provide containment and transport of all apprehended animals.

- G. Maintain a relationship in good standing with jurisdictional partners, animal shelters, and veterinarians.
- H. Conduct all work in a manner that promotes positive rapport with the general public, municipal staff, and neighboring jurisdictions.
- I. Testify in municipal court, state District Court, or Federal Court as required by City.

City agrees to the following provisions.

- A. Designate a person and/or agency to act as the primary point of contact to the Contractor with respect to the services to be performed by the Contractor under the terms of this Agreement.
- B. Make available to the Contractor all existing data and records that are relevant to animal control work and other information possessed by the City that are relevant to the successful performance by the Contractor.
- C. Approve all criteria and information as to the City's requirements pursuant to Section 4 herein, including objectives and constraints, performance requirements, and budgetary limitations.

Sec. 5. Notices.

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

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

Contractor: Frank Robison
 3036 N 154th Street
 Basehor, Kansas 66007
 (913) 563-8134

Sec. 6. Indemnification: Definitions

A. For purposes of this Section 6 only, the following terms shall have the meanings listed:

- a. **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.
- b. **Contractor's Agents** means Contractor's officers, employees, sub-Contractors, subcontractors, successors, assigns, invitees, and other agents.
- c. **City** means City and its agents, officials, officers and employees.

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

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

Sec. 7. Indemnification for Negligence.

If this Agreement is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Agreement, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Agreement. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 8. Independent Contractor.

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

Sec. 9. Insurance.

A. Unless otherwise waived in writing, Contractor shall procure and maintain in effect throughout the duration of this Agreement 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 Agreement, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to 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 Agreement, by Contractor.

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

A. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall name the City as additional insured for the services performed under this Agreement. Contractor shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

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

C. Regardless of any approval by 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, 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 Agreement as provided for herein and by law.

Sec. 10. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of Kansas without giving effect to Kansas's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Leavenworth County, Kansas; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 11. Compliance with Laws.

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

Sec. 12. Termination.

A. This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party. The occurrence of any of the following events by Contractor or the City continued for thirty (30) days after receipts by the defaulting party of written notice thereof and defaulting party's failure to cure, or to diligently commence the cure of, the same, shall deem that party in material default of this Agreement.

(i) Failure to comply with any of the material provisions required of either party under this Agreement; or

(ii) If, by operation of the law or otherwise, the right, title, or interest of Contractor or City in this Agreement is transferred to, passes to, or devolves upon any other person, firm or corporation without written consent of the other party; or

(iii) Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Contractor's or City's performance

under this Agreement, and which attachment, execution or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or

(iv) Upon the suspension, revocation or termination of any power, license, permit, or authority that has the effect of preventing Contractor or City from performing under this Agreement; or

(v) Nonpayment by Contractor or City of any sums required to be paid or remitted herein; or

(vi) Exposure of substantial part of either party's property to any levy, seizure, assignment or sale for, or by, a creditor or governmental agency.

B. The City may terminate this Agreement at any time for any reason when it would be in the best interests of the City provided that the City notifies Contractor in writing at least thirty (30) days in advance of the effective date of cancellation. The City will pay Contractor for the work completed under the terms of this Agreement as of the date of termination.

C. If this Agreement is terminated prior to Contractor's completion of services, all work, equipment or materials prepared or obtained by Contractor pursuant to this Agreement shall become City's property.

D. If this Agreement is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 13. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend 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. 14. Waiver.

Waiver by either party 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 Agreement can be waived by Contractor except by written consent of City, and forbearance or indulgence by 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, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by both Parties.

Sec. 16. Headings; Construction of Contract.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement 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. 17. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement 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 Agreement 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. 18. Audit.

- A. The City Manager or designee(s) shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Contractor shall maintain all its books, documents and records relating to this Agreement 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 Agreement shall be made available to the City Manager or designee(s) within ten (10) days after the written request is made.

Sec. 19. Tax Compliance.

Contractor shall comply with all federal, state and municipal tax laws as a precondition to the City making the first payment under this Agreement or any contract renewal. Contractor shall submit proof of compliance to the City upon request.

Sec. 20. Assignability or Subcontracting

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

Sec. 21. Conflicts of Interest.

- A. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of 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 Agreement.

B. Contractor agrees to withdraw from representation of both parties in the event that Contractor would concurrently be contractually obligated or otherwise committed in service to a third party that has interest in or engagement with any plan, plat, rezoning, or other work with the City.

Sec. 22. Buy American Preference.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 23. Prohibited Contracts with Certain Professionals.

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Retail Commercial Development Corporation, the Recreation Commission, the Leavenworth County Development Corporation, the Leavenworth County Port Authority, the Tonganoxie City Council, the Tonganoxie Chamber of Commerce, the Tonganoxie School District.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any party 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 party, 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. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board, nor commission shall contract for professional services with any architect, engineer, or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.

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

Contractor

City of Tonganoxie, Kansas,

By: _____
Frank Robinson

By: _____
Jason K. Ward
Title: Mayor



Office of the City Manager
AGENDA STATEMENT

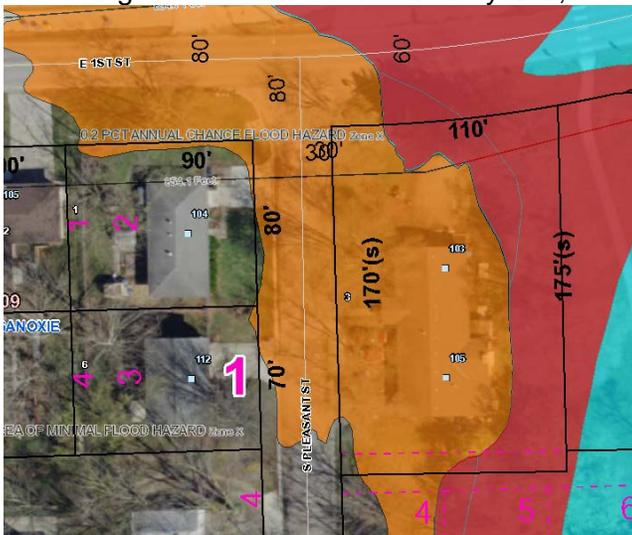
DATE: October 11, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Resolution 10-18-05, Property Donation Request – 103/105 Pleasant St.

DISCUSSION:

In July 2018, Nancy Younger met with City staff to express her desire to donate the property at 103/105 Pleasant St to the City. Nancy has had ownership of the property since 1990. Past uses of the property included both a nursing home and home for individuals with mental health disabilities; current/most recent use is as a residential duplex.

Staff asked Asbestos Consulting and Testing, Inc. (ACT) to complete an Asbestos Survey for the property, which they completed October 9, 2018. Analysis concluded minimal asbestos findings in a variety of floor tiles, expected abatement costs are estimated at less than \$1,000.

According to The Leavenworth County GIS, shows that the property is in 0.2% chance of annual flooding:



Staff recommends the acceptance of this land donation, with the highest and best use to be the demolition of the existing structure, and future use as either green space or additional parking for Water Park.

BUDGET IMPACT:

Approximately \$6,000 for asbestos abatement and demolition.

ACTION NEEDED:

Make a motion to adopt Resolution 10-18-05 to accept the donation of property at 103/105 Pleasant St.

ATTACHMENTS:

Resolution 10-18-05

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

RESOLUTION NO. 10-18-05

A RESOLUTION OF THE CITY OF TONGANOXIE, KANSAS ACCEPTING A DONATION OF REAL ESTATE FROM B&N, LLC

WHEREAS, the City of Tonganoxie, Kansas is a municipal corporation of the State of Kansas; and

WHEREAS, B&N, LLC, wishes to donate a tract of land located in the City to the City of Tonganoxie, Kansas described as:

All the following described property:

Part of Lot 3, Block 3, in Railroad Addition to the City of Tonganoxie, described as follows:

Beginning at the southwest corner of said Lot 3, thence along the South line of said Lot 3, 110 feet, thence northerly to the north line of said Lot 3, 110 feet east of the Northwest Corner of said Lot 3, thence West along the north line of said Lot 3 to the northwest corner of said Lot 3, thence South along the west line of Lot 3 to the point of beginning.

;and

WHEREAS, the City of Tonganoxie, Kansas, wishes to accept the donation of said tract of land.

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

Section 1. That the City of Tonganoxie, Kansas, accepts the donation of the following described tract of land from B&N, LLC:

All the following described property:

Part of Lot 3, Block 3, in Railroad Addition to the City of Tonganoxie, described as follows:

Beginning at the southwest corner of said Lot 3, thence along the South line of said Lot 3, 110 feet, thence northerly to the north line of said Lot 3, 110 feet east of the Northwest Corner of said Lot 3, thence West along the north line of said Lot 3 to the northwest corner of said Lot 3, thence South along the west line of Lot 3 to the point of beginning.

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

ADOPTED by the Governing Body this 15th day of October, 2018.

SIGNED by the Mayor this 15th day of October, 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: October 1, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Project Authorization – Initial steps for a New Interceptor Sanitary Sewer Line to the Tonganoxie Business Park

DISCUSSION:

Staff is seeking authorization to move forward with the initial phases of a new Interceptor Sanitary Sewer from the Water Treatment Facility to the Tonganoxie Business Park. The initial steps shall include:

- Preliminary Topo Survey
- Section Corner Survey
- Set Alignment – Easement Descriptions
- Easement Acquisitions & Support Services
- Initial Design Engineering

The projected lump sum cost for these services is \$125,000. There will be at least 2 contracts, with BG Consultants and Evans Real Estate Company, Inc.

Completing this work now will grant the City flexibility on the timeframe for the construction of the Sewer line itself.

BUDGET IMPACT:

Estimated cost of \$125,000, to be paid from unbudgeted revenue in the Industrial Park fund; specifically, funds from the sale of Lot 5 to Unilock.

ACTION NEEDED:

Make a motion to grant project authorization to staff to move forward with the initial phases of a Interceptor Sanitary Sewer line to the Tonganoxie Industrial Park.

ATTACHMENTS:

None.

cc: Dan Porter, Assistant City Manager