



\*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

Lisa Patterson

Loralee Stevens

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

**II. Approval of Minutes – Special meeting dated February 21, 2019**

**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**

- a) UTV Legislation Discussion

**VI. New Business**

- a) Consider Approval of Request to Dispose of Police Equipment
- b) Consider Approval of Request to Purchase Utility Service Vehicle
- c) Consider Approval of Request to Purchase Water Tower Inspection Services
- d) Consider Approval of Request to Purchase Replacement Pump at the WWTP
- e) Consider Approval of Request to Utilize Contractual Services to Rebuild the Bar Screen at the WWTP
- f) Resolution 03-19-01: Approving a Contract with Kramer & Associates for Auditing Services
- g) City Manager Agenda
  - 1. City Attorney Update
  - 2. Library Project Update
- h) City Attorney Agenda
- i) Mayor Pro Tem Agenda
- j) City Council Agenda
- k) Mayor Agenda

**VII. Information & Communications (No Action Required)**

**VIII. Adjourn**

City Council Meeting Minutes  
February 21, 2019  
7:00 Special Meeting

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

- Mayor Ward opened the meeting at 7:00 PM with the Pledge of Allegiance.
- Roll Call: Council members present were Mayor Ward, Mr. Himpel, Mr. Oroke, Ms. Patterson, and Mr. Bennett. Ms. Stevens was absent. City Manager George Brajkovic, City Attorney Shannon Marcano, Police Chief Greg Lawson, Fire Chief John Zimbelman, and Assistant City Manager Dan Porter were also in attendance.

**II. Approval of Minutes – Regular meeting dated February 4, 2019**

- **Mr. Oroke made a motion to approve the minutes from the February 4, 2019 City Council meeting.**
- **Ms. Patterson seconded.**
- **Vote of all ayes, motion carried.**

**III. Consent Agenda**

- a) Review bill payments
- **Mr. Bennett 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.

- No members of the public addressed the City Council during open agenda.

**V. Old Business**

- a) UTV Draft Policy and Ordinance Alternatives Presentation
- Mr. Brajkovic introduced the item and delivered a presentation on the staff research of current City Code and how UTV and Golf Cart usage would require adjustments to the Code. He also noted several remaining items requiring policy direction from the governing body before an ordinance can be produced for consideration. Some such items include safety feature requirements, a proposed fee structure, insurance documentation requirements, and what types of vehicles to include in the ordinance.
- Mr. Himpel asked what type of registration was envisioned.
- Chief Lawson stated that a registration would result in a visible sticker being placed on the frame of the UTV denoting the date of effective registration.
- Mr. Bennett asked what considerations were for golf carts from the perspective of public safety departments.
- Chief Lawson described the main differences between golf carts and UTVs as more limited mobility and lack of rollover protection.
- Mayor Ward requested the Council provide direction to staff on how to proceed.
- Mr. Oroke commented that he supported staff to continuing to work to refine the safety regulations for UTVs.
- Mr. Bennett commented that the fine structure needed to be evaluated as well, and a portion of registration fees should recompense the Police Department and Admin Department for their efforts. Other considerations

should be allowing County residents to register their UTVs and how to address usage during events like the Leavenworth County Fair.

- Cody Thornton, 82 1E 6<sup>th</sup> Street, addressed the Council and commented that he was fine with proceeding with only UTVs and not golf carts in light of the safety concerns discussed earlier.
- Mayor Ward asked that more information be collected about a fee and fine structures and commented that with Ms. Stevens absent the discussion should continue at a future meeting to give her the opportunity to share her thoughts on which type of vehicles to include.

## VI. New Business

### a) Consider Approval of Request to Donate Tonganoxie Water Park Family Season Pass to Genesis Schools

- Mr. Brajkovic introduced the item and described the request from Genesis Schools.
- Denise Bixby, with Genesis Schools, described the request for one water park family pass to auction off and thanked the Council for their support.
- **Mr. Bennett made a motion to waive the \$140 Tonganoxie Water Park resident family season pass fee and donate it to the Genesis Christian Academy for use at an upcoming annual silent auction.**
- **Ms. Patterson seconded.**
- **Vote of all ayes, motion carried.**

### b) New Library Project Presentation (this item considered before item 6f)

- Mr. Brajkovic introduced the item and introduced Nicole Holifield to the Council.
- Nicole Holifield, the Tonganoxie Public Library Director, introduced the item to the City Council and provided an overview of the public input processes completed to date for the project.
- Jim Stufflebeam, with SAPP Architects, presented the preliminary design documents to the City Council and a short presentation.
- Curtis Golba, with JE Dunn, also provided information about the project schedule and next steps.
- Mayor Ward asked what the typical practice was in terms of numbers of entrance points.
- Mr. Himpel noted that side doors can be important for Fire Code requirements.
- Ms. Patterson asked if the current design documents reflected the proposed number of computers and location anticipated in the new building.
- Ms. Holifield commented that the design reflects bundled technology provision in several areas of the
- Ms. Patterson asked what the size increase was in the design of the new library.
- Mr. Stufflebeam commented that this was an increase of almost 50% in size.
- Ms. Patterson asked what wasn't possible to include in the current design.
- Ms. Holifield stated that the new library checks most items, but some desired things like a Kansas history room or additional collaboration spaces weren't possible until a future expansion. The new space allows for better separation of materials by age group or interest.
- Ms. Patterson asked when the new Library would be lacking in space.
- Ms. Holifield stated that she completed a population projection and that when those figures were compiled it proposed future size requirement of 16,500 square feet. The current design is set up to accommodate future expansions.
- Mr. Oroke commented that the direction of the slope of the roof versus the slope of the landscape and location of the electrical box are items he would like the design group to consider to make sure they are designing in the most effective manner possible. He also asked if this would be a steel structure.
- Mr. Stufflebeam stated that this would likely be a steel frame structure based on the design.

- Mr. Brajkovic thanked the parties involved in the design process, including the Tonganoxie Library Board and contractors, for their efforts on the project and expressed excitement that the building would be located in a transition area next to the City's downtown.
  - Ms. Patterson expressed concern with the level of financing based on the idea of possible additional needs during the timeframe of the debt financing for the project.
  - Mayor Ward noted the work completed in the past year by the Governing Body answered the question of how much funding to allocate to the Library project and that he didn't see the budget changing for the current project at this point based on the momentum and steps already completed to reach this point.
  - Mr. Oroke noted that the project needs to be moving forward and that the current amount of funding, making up 65% of the estimated \$8,100,000 in revenue from the sales tax over the 20 year duration, was adequate for the project.
  - **Mr. Oroke made a motion to support the current design documents and support the project moving forward.**
  - **Mr. Bennett seconded.**
  - **Vote of 3 ayes 1 nay (Patterson), motion carried.**
- c) Consider Approval of Request to Purchase Fire Communication System
- Mr. Porter introduced the item and described the proposed purchase of wireless communications gear for the City's new Pierce Saber Fire Pumper Truck.
  - Chief Zimbelman clarified that it was a wireless headset, and that the driver could maintain contact with the crew wherever the driver or members of the crew are located around the rig.
  - Mayor Ward asked if the system was compatible with the other vehicles in the department fleet.
  - Chief Zimbelman stated that it would be fully compatible.
  - **Mr. Oroke made a motion to approve the purchase of Fire Communications Gear in an amount not to exceed \$6,407.46**
  - **Ms. Patterson seconded.**
  - **Vote of all ayes, motion carried.**
- d) Consider Approval of Proposed Adjustments to 2019 Position Summary and 2019 Pay Ranges
- Mr. Brajkovic introduced the item and described the Police Chief's process to assess the staffing makeup of the department.
  - Mr. Porter described the proposed changes to the City's current position summary and pay ranges to incorporate two corporals in place of the part time administrative position that was included in the 2019 budget.
  - **Mr. Himpel made a motion to amend the 2019 Position Summary and 2019 Pay Ranges to include two Police Corporal position classifications.**
  - **Mr. Bennett seconded.**
  - **Vote of all ayes, motion carried.**
- e) Proposals Submitted in Response to RFP for Auditing Services
- Mr. Porter introduced the item and described the RFP process used for the collection of proposals for auditing services. He reviewed the attachment in the packet describing the proposals and requested direction from the Council on whether to proceed with contract negotiations.
  - **Ms. Patterson made a motion to direct staff to negotiate a contract for auditing services with Kramer & Associates and to bring it back to the City Council for consideration.**
  - **Mr. Oroke seconded.**
  - **Vote of all ayes, motion carried.**
- f) Ordinance 1445: Acceptance of Utility Easement from Joshua and Jennifer McGhee
- Mr. Brajkovic introduced the three ordinances on the agenda and noted they helped achieve the acquisition of access to complete an interceptor sewer project to the Tonganoxie Business Park.

- **Mr. Himpel made a motion to approve Ordinance 1445, accepting a utility easement from Joshua and Jennifer McGhee.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

g) Ordinance 1463: Acceptance of Utility Easement from Rick and Peggy Kooser

- **Mr. Himpel made a motion to approve Ordinance 1463, accepting a utility easement from Rick and Peggy Kooser.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

h) Ordinance 1464: Acceptance of Utility Easement from USD 464 of Leavenworth County

- **Mr. Himpel made a motion to approve Ordinance 1464, accepting a utility easement from USD 464 of Leavenworth County.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

i) City Manager Agenda

1. January 2019 Financial Report

- Mr. Porter introduced the item and delivered the financial report to the City Council.

2. Library Project Update

- Mr. Brajkovic noted that the financial report was included in the City Council agenda packet for the meeting and that there were no changes from the prior month's financial report.

j) City Attorney Agenda

k) Mayor Pro Tem Agenda

l) City Council Agenda

- Ms. Patterson thanked the Public Works Department for all their hard work in combating the winter storms recently experienced in the City.

m) Mayor Agenda

- Mayor Ward notified the public that the FFA Breakfast was taking place on Saturday from 6:30 AM to 10 AM.

1. Executive session pursuant to the preliminary discussion of the acquisition of real property (item considered before item 6f)

- **Ms. Patterson made a motion at 8:30 PM to recess the City Council into executive session to discuss property acquisition pursuant to the preliminary discussion of the acquisition of real property exception, K.S.A. 75-4319 (b) (6). The open meeting will resume in the City Council chambers after 10 minutes at 8:40 PM.**

**The executive session will include the Governing Body, City Manager, City Attorney, and Assistant City Manager.**

- **Mr. Himpel seconded the motion.**
- **Vote of all ayes, motion carried.**

...

- **Ms. Patterson made a motion at 8:40 PM to return from executive session and noted that no action was taken.**

- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**

2. Executive session pursuant to the discussion of personnel matters of non-elected personnel

- **Ms. Patterson made a motion at 8:52 PM to recess the City Council into executive session to discuss staff performance pursuant to the discussion of personnel matters of nonelected personnel exception, K.S.A. 75-4319 (b) (1). The open meeting will resume in the City Council chambers after 15 minutes at 9:07 PM. The executive session will include the Governing Body and City Attorney.**

- Mr. Himpel seconded the motion.
- Vote of all ayes, motion carried.
- ...
- Ms. Patterson made a motion at 9:07 PM to return from executive session and noted that no action was taken.
- Mr. Oroke seconded the motion.
- Vote of all ayes, motion carried.
  
- Ms. Patterson made a motion at 9:09 PM to recess the City Council into executive session to discuss staff performance pursuant to the discussion of personnel matters of nonelected personnel exception, K.S.A. 75-4319 (b) (1). The open meeting will resume in the City Council chambers after 20 minutes at 9:29 PM. The executive session will include the Governing Body, City Manager and City Attorney.
- Mr. Bennett seconded the motion.
- Vote of all ayes, motion carried.
- ...
- Ms. Patterson made a motion at 9:29 PM to return from executive session and noted that no action was taken.
- Mr. Oroke seconded the motion.
- Vote of all ayes, motion carried.
  
- Ms. Patterson made a motion at 9:30 PM to recess the City Council into executive session to discuss staff performance pursuant to the discussion of personnel matters of nonelected personnel exception, K.S.A. 75-4319 (b) (1). The open meeting will resume in the City Council chambers after 10 minutes at 9:40 PM. The executive session will include the Governing Body and City Attorney.
- Mr. Oroke seconded the motion.
- Vote of all ayes, motion carried.
- ...
- Ms. Patterson made a motion at 9:40 PM to extend the current executive session for 10 minutes.
- Mr. Bennett seconded the motion.
- Vote of all ayes, motion carried.
- ...
- Ms. Patterson made a motion at 9:50 PM to return from executive session and noted that no action was taken.
- Mr. Oroke seconded the motion.
- Vote of all ayes, motion carried.
  
- Mr. Himpel made a motion to increase the City Manager's compensation reflective of his performance evaluation and in accordance with his employment agreement.
- Mr. Bennett seconded.
- Vote of all ayes, motion carried.

## **VII. Information & Communications (No Action Required)**

## **VIII. Adjourn**

- Ms. Patterson made a motion to adjourn the meeting.
- Mr. Oroke seconded the motion.
- Vote of all ayes, motion carried.
- Meeting adjourned at 9:50 p.m.

Respectfully submitted,



Dan Porter, Assistant City Manager

DRAFT



City of Tonganoxie, KS

# My Check Report

By Check Number

Date Range: 02/12/2019 - 02/28/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
56	BLUE CROSS AND BLUE SHIELD	02/2	Regular	0	31596.14	45944
189	FIRST STATE BANK & TRUST	02/1	Regular	0	29073.65	45930
59	Kansas City Board of Public Utilities	02/1	Regular	0	17260.12	45934
414	LINK-LITE NETWORKING, INC.	02/2	Regular	0	6960	45953
263	INDEPENDENT SALT COMPANY	02/2	Regular	0	6755.09	45951
1040	Joshua McGhee	02/2	Regular	0	5000	45959
579	SECURITY BENEFIT - 457	02/2	Regular	0	2881.92	45957
671	WESTAR ENERGY	02/1	Regular	0	2802.73	45943
185	FERRELGAS	02/1	Regular	0	2514.52	45929
813	FREESTATE ELECTRIC COOPERATIVE	02/2	Regular	0	1653	45948
548	RECORDNEWS	02/1	Regular	0	1554.8	45942
216	GOULD EVANS PC	02/2	Regular	0	1466.25	45949
514	PITNEY BOWES, INC.	02/1	Regular	0	1000	45941
20	AMERICAN EQUIPMENT CO.	02/1	Regular	0	943.52	45926
308	KANSAS STATE TREASURER	02/1	Regular	0	941.5	45933
809	FREESTATE ELECTRIC COOPERATIVE INC	02/1	Regular	0	811.53	45931
857	MIDCONTINENT COMMUNICATIONS	02/2	Regular	0	727.66	45954
99	CITY OF LEAVENWORTH	02/2	Regular	0	700	45947
628	TODD'S TIRE LLC	02/2	Regular	0	644	45958
578	SECURITY BENEFIT	02/2	Regular	0	552.63	45956
426	LEAVENWORTH COUNTY SHERIFF OFFICE	02/1	Regular	0	467.5	45938
348	KBI	02/1	Regular	0	400	45936
542	QUILL	02/2	Regular	0	377.14	45955
1035	Control Printing Group	02/1	Regular	0	375	45928
46	BAY BRIDGE ADMINISTRATORS, LLC	02/1	Regular	0	357.54	45927
857	MIDCONTINENT COMMUNICATIONS	02/1	Regular	0	354.13	45939
1038	Hillcrest Wrecker & Garage, INC	02/2	Regular	0	350	45950
330	KANSAS GAS SERVICE	02/1	Regular	0	331.76	45935
757	KC CLEAN	02/1	Regular	0	300	45937
477	NAVRATS	02/1	Regular	0	231.64	45940
942	CALLBACK STAFFING	02/2	Regular	0	216.75	45946
70	BROTHER' S MARKET	02/2	Regular	0	192.72	45945
1034	John Zimbelman	02/1	Regular	0	163.3	45932
1037	KU Fire and Rescue Training Institute	02/2	Regular	0	60	45952

**Bank Code AP Bank Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	34	0.00	120,016.54
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
	<b>42</b>	<b>34</b>	<b>0.00</b>	<b>120,016.54</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	34	0.00	120,016.54
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
	<b>42</b>	<b>34</b>	<b>0.00</b>	<b>120,016.54</b>

### Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	2/2019	120016.54
			<u>120016.54</u>



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** March 4, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Greg Lawson, Police Chief  
**SUBJECT:** City-Owned Equipment Disposition Request and Proposed Policy Adjustment to Issue Police Sidearm

**DISCUSSION:**

In one of many recent assessments completed by the Tonganoxie Police Department, staff identified opportunities to improve the current firearm policy. The Department currently lacks firearm uniformity, which poses both tactical and logistical concerns. In the past, officers have been allowed to purchase any type of handgun for duty purposes. This was contingent upon the Police Chief approving the make, model, and caliber. Currently, our officers carry two different brand (make) handguns, and three different caliber variations (9mm, .40 caliber, and 52mm).

There are potential adverse issues associated with carrying different handguns (make and caliber). In a tactical situation, officers could need to share ammunition or possibly handgun magazines. This is impossible if their weapons are not alike and accessories are incompatible.

From a logistical standpoint, there are multiple negative reasons associated with the current platform:

- It is difficult to purchase bulk ammunition because there are three different caliber bullets being utilized by the agency.
- The Police Range Master is responsible for maintaining and ensuring all weapons are functional. It is difficult for the Range Master to be intricately familiar with three different make of weapons.
- If an officer is involved in a shooting, his/her weapon will be seized as evidence. The Tonganoxie Police Department does not maintain a duplicate weapon for each employed officer (due to the varying brands and calibers).
- Some firearm training regimens are difficult to execute with varying weapon systems.
- Currently, officers purchase and own their own firearms. City purchased handguns will enable better oversight over weapons.

Staff researched cost, tested, and evaluated various side arm possibilities. Sig Sauer is a leading law enforcement handgun distributor, and was the preferred choice. Staff also explored if the overall handgun cost could be offset by selling various City-owned firearms. Over the course of many years, the Tonganoxie Police Department has purchased various handguns, ammunition, and handgun magazines. Many are currently not being utilized and thus make excellent candidates for replacement.

**BUDGET IMPACT:**

Sig Sauer provided a "trade value" bid for all unused Department firearms and accessories (see included attachment). The company bid \$4,446.00 for said equipment, and will provide our agency with a trade credit if we purchase 9mm handguns from them. The Department has twelve officers and requires at least one spare handgun. The cost of the thirteen (13) handguns totals \$6,613.49. After the trade credit of \$4,446.00 is applied, the purchase price of these handguns will total \$2,167.49.

The remaining cost of \$2,167.49 would be paid out of the Police Equipment Fund. At the end of 2018 the fund balance available in the Police Equipment Fund was \$29,271, and this purchase would reduce the anticipated 2019 fund balance in the Police Equipment Fund to \$27,104.

**ACTION NEEDED:**

The final purchase price for thirteen (13) Sig Sauer handguns will not meet the level of expenditure requiring City Council approval with the total dollar amount (\$2,167.49) being within the City Manager's spending authority. However, the final purchase price is not possible without acquiring trade in credit derived from disposition of City-owned equipment. Therefore, a motion is needed to authorize the Tonganoxie Police Department to dispose of the following items to Sig Sauer:

- (2) "five seven (57) FN pistols" with 6 magazines
- .38 caliber Smith and Wesson Revolver
- "High Point" nine millimeter pistol
- Glock 22 forty caliber pistol with two magazines
- Glock 18 c nine millimeter pistol with one magazine
- (33) sig Sauer forty caliber magazines
- (16) "five seven FN pistol magazines"
- (800) rounds of forty caliber "Speer G Dot" ammunition
- (3300) rounds of FN "five seven" ammunition

These items are valued at approximately \$4,446.00.

**ATTACHMENTS:**

Law Enforcement Sales Trade Bid form  
Sig Sauer Invoice for (13) Sig Sauer P320 handguns

**cc:** George Brajkovic, City Manager




\_\_\_\_\_  
Name & title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



PUBLIC SAFETY SALES  
72 PEASE BOULEVARD  
NEWINGTON, NH 03801  
TEL: 603-610-3000  
FAX: 603-610-3008

Bill To Name TONGANOXIE POLICE DEPARTMENT  
Bill To 128 East Sixth Street  
Tonganoxie, KS 66086  
USA

Created Date 2/28/2019  
Expiration Date 5/21/2019  
Quote Name 2019-JBRYA-66086-1

Quote Lines

Quantity	Product	Product Description	Notes	Agency Price	Total Price
1.00	Trades	Trade in used agency owned firearms-ammo	Trade Lot	USD -4,446.00	USD -4,446.00
13.00	W320XF-9-BXR3	P320, 9MM, 4.7IN, X-SERIES, BLK, STRIKER, X-RAY 3 W/NS PLATE, MOD POLY X GRIP, (3) 17RD STEEL MAG, RAIL		USD 508.73	USD 6,613.49

The AGENCY is responsible for all applicable State, County and City taxes. Where applicable, please advise specific rate.

Subtotal USD 2,167.49  
Total Trade In Value USD 0.00  
Quote Total Less Trade In USD 2,167.49

**IMPORTANT: Please specify your duty and training ammo types when submitting your purchase order.**

PAYMENT TERMS: Net 30 Days - No further discounts

\_\_\_\_\_  
Jeff Hallgren

SIG SAUER is an ISO 9001 : 2015 Certified Company, Manufacturing in Newington, New Hampshire.



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** March 4, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Kent Heskett, Public Works Director  
**SUBJECT:** Request for approval to purchase utility service vehicle

**DISCUSSION:**

The Public Works Department is requesting approval to purchase replacements one vehicle according to the prioritized initiatives included in the City's 2019 annual budget, which was adopted by City Council in August 2018. The vehicle currently in use which would be replaced with this purchase is a 2005 Ford Ranger pickup truck. The purchase is being recommended due to age, increasing frequency of maintenance requirements, and limited capabilities of the existing vehicle.

The tabulation of the set of bids is listed below.

2019 Service Truck

Laird Noller Automotive -	\$27,384.00
Shawnee Mission Ford -	\$27,991.00
Victory Ford -	\$35,500.00

Based on the outcome of the bids and consideration of the bidding agencies staff recommends approval of the low bid received for the purchase of the service truck from Laird Noller Automotive. The total cost of the item is \$27,344, which is 9% less than the budget allocation estimated during the budget development process in the summer of 2018. At this time it is anticipated that the vehicles include an 8 week lead time for delivery upon placement of the order.

**BUDGET IMPACT:**

Minimal due to bid outcome. This purchase is planned in the 2019 budget in the Water Operations Fund, Sewer Operations Fund, and Water Capital Reserve Fund.

**ACTION(S) NEEDED:**

Make a motion to authorize staff to purchase a 2019 Ford F-150 service truck from Laird Noller Automotive for an amount not to exceed \$27,344.

**ATTACHMENTS:**

Expense Justification Form  
Service Truck Quote

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



# City of Tonganoxie

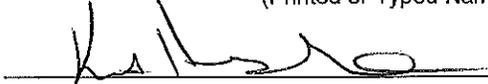
## EXPENSE JUSTIFICATION FORM

DATE: February 26th, 2019

**REQUESTING DEPARTMENT:**

Public Works     Fire     Police     Administration

DEPARTMENT REPRESENTATIVE: Kent Heskett  
(Printed or Typed Name)

DIRECTOR'S SIGNATURE: 

**PURPOSE OF EXPENSE:**

Purchase of 2019 F-150 to replace a 2005 Ford Ranger

WHAT DATE SHOULD THE WORK BEGIN? ASAP

**WHAT ARE THE CONSEQUENCES OF DELAYING THIS EXPENSE?**

Delays with the actual delivery of the vehicle could be expected. Currently an 8 week delivery time.

**WHAT ALTERNATIVE METHODS OF THIS EXPENSE HAVE BEEN RULED OUT?**

None

**LIST OF BIDS/QUOTES (Attached)**

Company Name	Amount
<u>Laird Noller Ford</u>	\$ <u>27,384</u>
<u>Shawnee Mission Ford</u>	\$ <u>27,991</u>
<u>Victory Ford</u>	\$ <u>35,500</u>

Source Fund: Utility Funds

**Determination**

Approved     Denied

Authorized Signature:   
City Manager

Requires city council approval?     Yes     No



CNGP530

VEHICLE ORDER CONFIRMATION

02/16/19 17:32:08

==>

Dealer: F53400

2019 F-150

Page: 1 of 1

Order No: 0001 Priority: D1 Ord FIN: QR739 Order Type: 5B Price Level: 950  
Ord PEP: 100A Cust/Flt Name: TONGANOXIE PO Number:

X1E	F150 4X4 S/C	RETAIL \$35670	53B	CLASS IV HITCH	RETAIL \$95
	145" WHEELBASE		794	PRICE CONCESSN	
YZ	OXFORD WHITE			REMARKS TRAILER	
A	VINYL 40/20/40	NC	85A	POWER EQUIP GRP	1170
G	MED EARTH GRAY			FLEX FUEL	
100A	EQUIP GRP			SP DLR ACCT ADJ	
	.XL SERIES			SP FLT ACCT CR	
	.17"SILVER STEEL			FUEL CHARGE	
995	5.0L V8 FFV ENG	1995	B4A	NET INV FLT OPT	NC
44G	ELEC 10-SPDAUTO			DEST AND DELIV	1595
	.265/70R-17			TOTAL BASE AND OPTIONS	41000
X27	3.31 REG AXLE	NC		TOTAL	41000
	7050# GVWR			*THIS IS NOT AN INVOICE*	
18B	BLK PLAT BDS	250		*TOTAL PRICE EXCLUDES COMP PR	
50S	CRUISE CONTROL	225			

F1=Help                      F2=Return to Order                      F3/F12=Veh Ord Menu  
 F4=Submit                    F5=Add to Library                         F9=View Trailers  
 S099 - PRESS F4 TO SUBMIT

QC05140

V1DP0004

2,6

*\$21,384.00*

## 2019 Ford F-150 Bid Quote

Dan Schmidt [dschmidt@lairdnoller.com]

**Sent:** Saturday, February 16, 2019 5:32 PM

**To:** Moe McCutchen

**Attachments:** CCE02162019\_0000.pdf (81 KB)

Moe,

See attached. Total price is \$27,384.00. I spec'ed the same truck as your 2018 except I added the Class IV hitch w/4 and 7 way plug.

I apologize that I didn't get this to you yesterday as I had promised. Hope that today is still OK. Actually got back in the office yesterday from vacation but lots of phone messages, emails and customers....which is good!

I will be in the office every day this coming week...let me know if you have questions or need additional information. I appreciate the opportunity to provide the City of Tonganoxie a bid quote!

Dan Schmidt  
Fleet Manager  
Laird Noller Automotive  
Lawrence, KS  
800-281-1105



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** March 4, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Kent Heskett, Public Works Director  
**SUBJECT:** Request for approval to purchase Water Tower Inspection Services

**DISCUSSION:**

The Public Works Department is requesting approval to procure the services of a firm to complete inspection of the City's water storage tanks in 2019. This service is required to be completed at least once every 3 years, and it was last completed in 2016.

This service was an initiative included in the City's 2019 annual budget, which was adopted by City Council in August 2018.

The tabulation of the set of bids is listed below.

2019 Water Tower Inspection Services Quotes

Inland Potable	\$5,215.00
Midco Diving	\$5,399.00
Central Tank	\$9,800.00

Based on the outcome of the bids and consideration of the bidding entities staff recommends approval of the lowest priced bid from Inland Potable. The total cost of the item is \$5,215.00, which is less than the budget allocation estimated during the budget development process in the summer of 2018.

**BUDGET IMPACT:**

Minimal due to bid outcome. This purchase is planned in the 2019 budget in the Water Operations Fund.

**ACTION(S) NEEDED:**

Make a motion to authorize staff to purchase water tower inspection services from Inland Potable for an amount not to exceed \$5,215.

**ATTACHMENTS:**

Expense Justification Form  
Water Tower Inspection Services Quote

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



# City of Tonganoxie

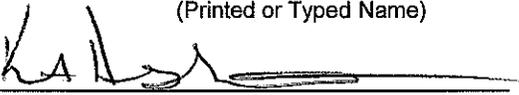
## EXPENSE JUSTIFICATION FORM

DATE: 2/4/2019

**REQUESTING DEPARTMENT:**

Public Works     Fire     Police     Administration

**DEPARTMENT REPRESENTATIVE:** Lloyd Wisdom  
(Printed or Typed Name)

**DIRECTOR'S SIGNATURE:** 

**PURPOSE OF EXPENSE:**

Water tower inspections

**WHAT DATE SHOULD THE WORK BEGIN?** 6/2019

**WHAT ARE THE CONSEQUENCES OF DELAYING THIS EXPENSE?**

State requires towers be inspected every three (3) years

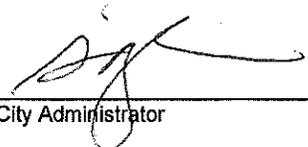
**WHAT ALTERNATIVE METHODS OF THIS EXPENSE HAVE BEEN RULED OUT?**

**LIST OF BIDS/QUOTES (Attached)**

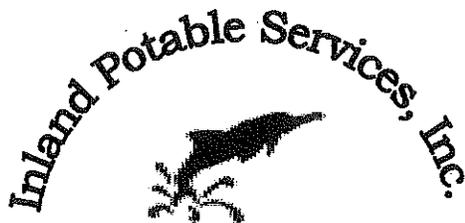
Company Name	Amount
<u>Inland Potable</u>	\$ <u>5215.00</u>
<u>Midco Diving</u>	\$ <u>5399.00</u>
<u>Central Tank</u>	\$ <u>9800.00</u>

**Determination**

Approved     Denied

Authorized Signature:   
City Administrator

Requires city council approval?  Yes     No



**Business Address:**  
 16297 E. Crestline Lane  
 Centennial, Colorado 80015  
 Phone: 303-400-4220  
 Toll Free: 1-844-372-2956  
 Fax: 303-400-4215  
 Email: larry@inlandpotableservices.com

**Lloyd Wisdom**  
 City of Tonganoxie  
 P.O. Box 326  
 Tonganoxie, KS 66086

Phone: 913) 845-2620  
 Fax: 913-845-9760

Date: 1/21/2019

**Diving Services for Potable Water Tanks/Reservoirs**

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	250KG, Pedestal tower, 112ft to the top, steel welded, 44ft diameter, estimated 30ft deep	All discharge water will be de-chlorinated upon request.	1. Removal of up to three (3) inches of sediment of a normal consistency from the floor of each tank.  2. Visual inspection of the interior and exterior of each tank.  3. Written report with photos for each tank.  4. A video recording of each dive.
1	250KG, on-grade, steel welded, 38ft diameter, 25ft high	All discharge water and sediment will be released onto the ground.	
1	300KG, tower, 140ft to the top, steel welded, 43ft diameter, estimated 35ft deep		
1	500KG, on-grade, steel welded, 52ft diameter, 32ft high		
		<b>Proposal Total</b>	<b>\$5,215.00</b>

The bid price listed above is valid for 90 days from date shown.  
 Proposals signed and returned to Inland Potable Services are valid for one year from date of acceptance.

**Payment terms:** 1% Ten Days, Net 30 Days. 1.5% interest per month will be charged on all accounts past 30 days.

This contract is based on a total price which includes time and mobilization to and from the project site, set-up and breakdown of equipment, preparation for dive and diving services. Diving services will include sediment removal up to 3 inches from the floor, a video inspection and written report for your records (still photos included). During the initial dive sediment depths will be measured by the diver and documented on video.

**If removal of sediment of an abnormal consistency (clay, calcium, rocks, pebbles, mud, etc.), additional sediment removal (over 3 inches from the floor), wall cleaning and/or epoxy repairs are requested and approved by the designated on-site representative, these services will be performed at the rate of \$369.00 per hour.**



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** March 4, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Kent Heskett, Public Works Director  
**SUBJECT:** Request for approval to purchase a replacement pump for the Waste Water Treatment Plant (WWTP) and to procure contractual services to rebuild the bar screen apparatus at the WWTP

**DISCUSSION:**

**PUMP**

The Public Works Department is requesting approval to purchase a replacement pump for the City’s Waste Water Treatment Facility. This 6” pump is one of three pumps that operate on a variable basis based on flow rates of influent coming into the facility. The pump recommended for replacement has been out of commission for several weeks and staff evaluated different options for rebuilding or replacing the pump. Once it was determined that replacement would be required, staff evaluated the efficacy of replacement with the same pump or a different model. Since the original manufacturer is no longer in business staff collected bids from three vendors for similar sized pumps, including information about whether the new pump would require facility adjustments for installation. The results of the bids are listed below.

Staff recommend approval of the low bid from Environmental Process Systems, which includes no additional facility modifications and a warranty with declining levels of coverage based on age.

Name	Cost for Pump & Thermo / Moisture Switches	Does pump require facility adjustments to install?	Warranty
Environmental Process Systems	\$12,500	No	5 years
DXP SuperCenter	\$13,144	Yes	5 years
Haynes Equipment	\$16,016	Yes	5 years

**BAR SCREEN REBUILD**

Staff have also evaluated the procurement of the services of a qualified firm to complete the rebuild of the bar screen apparatus (bucket with arm) within the City’s Waste Water Treatment Facility. This vital piece of equipment is a mechanical filter consisting of a series of spaced vertical steel bars that is used to remove large objects, such as rags, paper, and plastics, from influent during the earliest stages of filtration at the treatment facility. The screening prevents damage and clogging of downstream equipment and piping but also exposes the bar screen to some of the most abrasive and damaging conditions within the facility. Due to the progressive damage from these conditions, replacement or major reconstructive work is needed soon. The replacement of the bar screen was an initiative included in the City’s 2019 annual budget, which was adopted by City Council in August 2018.

After further research by staff it was determined that complete replacement of the bar screen is not considered feasible due to the high cost of new equipment and the associated cost for a vendor to remove the current bar screen and replace it. Staff then collected information from the manufacturer about the level of services required to rebuild the current bar screen, and as this degree of rebuild would require the manufacturer to complete the services the quote was collected as a sole source procurement.

Based on budget constraints and the current condition of the equipment, staff recommend approval of the request to rebuild this equipment using the services of the manufacturer and internal staff.

Bar Screen at WWTP



Old Model of Pump in Lift Station



2019 Waste Water Treatment Plant Bar Screen Rebuild Quote

Huber Tech                    \$30,182.11

**BUDGET IMPACT:**

Pump Replacement - Medium. The purchase of a replacement pump for the WWTP is not budgeted for 2019. The Sewer Equipment Fund does include budgeted funds for emergency repairs at the plant needed before the next budget cycle, and this purchase would utilize approximately 17% of this budget authority.

Bar Screen Rebuild - Minimal. The purchase of a new bar screen is planned in the 2019 budget in the Sewer Capital Equipment Fund and rebuilding the equipment is less than ½ the anticipated cost of replacement.

**ACTION(S) NEEDED:**

Make a motion to authorize staff to purchase a replacement pump from Environmental Process Systems for an amount not to exceed \$12,500.

Make a motion to authorize staff to retain the services of Huber Technology to complete a rebuild of the bar screen at the Waste Water Treatment Plant for an amount not to exceed \$30,182.11.

**ATTACHMENTS:**

- Quote Listing and Quote Detail (Pump)
- Expense Justification Form and Quote (Bar Screen Rebuild)

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

**NOTE:** Without Thermo and moisture switch installation . This will void warranty

**Influent pump 1. (Environmental Process Systems) Sulzer ABS 6" Pump \$ 11,000.00.**

Warranty, 5 years 0-36 Months **100%** parts and labor. 37-48 Months **75%** 49-60 Months **50%**  
This pump is basically plug and play with no extra work in the wet well. There will be an **extra** charge for hardware including a moisture seal and thermo switch installation.( by others) **Not to exceed \$1500.00**

**influent pump 2. (DXP SuperCenter) Fairbanks Morse 6" Pump \$13,144.00**

Warranty 5 years 0-36 Months **100%** 36-48 **75%** 48-60 **50%**

This pump is **NOT** plug and play and will require new guide rails, discharge elbow ,moisture seal and thermos switch installation (by others). Not to exceed

**Influent pump 3: Haynes Equip. Gorman-Rupp 6 " Pump \$16,016.00**

Warranty 5 years 0-36 Months **100%** 37-48 Months **75%** 49- 60Months **50%**

This pump is not plug and play and will require the same extra expenses as pump 2

Approximately **12 to 21** days for pump delivery.

**Environmental &  
Process**

**Systems, Inc.**

**E-Mail: epsono@aol.com**

**11419 Strang Line Road  
Lenexa, Kansas 66215**

**Phone: 913-338-0311  
Fax: 913-338-0353**

QUOTATION

**TO: City of Tonganoxie, KS WWTF**

**No. Q1902-09  
Date: 2/11/2019  
Page: 1 of 2**

**ATTN: Lloyd Wisdom (Em: lwisdom@tonganoxie.org)**

**CELL: (913) 203-0318**

**WWTP: (913) 417-7050**

**Project: City of Tonganoxie, KS WWTF - Headworks Pump Station - Replacement Pump**

Item Qty. Description

- A 1 Sulzer/ABS Model XFP150G-CB1 (.2) PE110/6EX-6",  
Silicon-Carbide on Silicon-Carbide Mechanical Seals (Upper & Lower),  
4" Solids Handling, Adjustable Contra-Block Impeller System,  
IE3 Premium Efficiency Motor: 14.8 HP, 1180 RPM, 91.7% Efficiency,  
1.30 Service Factory, 21.1 FLA @ 460/3/60, 49' Power/Control Cable (1.00" Ø).  
Duty: 1,000 GPM @ 33' TDH.**
- B 1 Reducing Adapter Plate (CS) to mount 6" pump to existing 4" G-R slide bracket.**
- C 1 SS Mounting Hardware as needed and supplement existing.**
- D 2 (1) 6" & (1) 4" Flange Gaskets.**
- E 1 SS Kellum Grip to support Pump Power/Control Cable.**
- F 1 Wire Pump Cable Leads & verify operation of Seal/OT relay(s) – as needed.**
- G 0 Reuse existing seal monitor & motor over temperature relays.**

**Total Price for A thru F (Freight & Start-Up Services Included) ..... \$ 11,000.00**

**Availability: Stock to 4-6 Weeks plus shipping – subject to inventory at time or order.**

**Not Included:**

- 1) Mechanical Installation (Pulling Existing Pump & Sliding New Pump into place).
- 2) Electrical Installation (Pulling Existing Power Cable & Pulling New Pump Cable).
- 3) Sales Tax. We assumed this would be tax exempt.

Per \_\_\_\_\_  
**Ron Olendorff (Cell: 816-289-7415)**

**TERMS:**

- 1. Price is F.O.B. Factory, ground freight allowed.
- 2. Terms of payment 35% with PO, Net due upon shipment.
- 3. Price does not include bonds, licenses, taxes, fees or permits.
- 4. Price is valid for 30 days.
- 5. A service fee of 2% per month on any unpaid balance.
- 6. Price includes startup. 1 Trip 1/2 Day.
- 7. For additional startup, add \_\_\_\_\_ per day plus expenses.
- 8. Please issue order for the equipment to  
Environmental & Process Systems, Inc.
- 9. Separate order for installation to \_\_\_\_\_.

**WE THANK YOU FOR THE WORKING WITH US**

**Items Ordered: A thru F Total Net Price: \$ 11,000.00**

**Signed: \_\_\_\_\_ Dated: \_\_\_\_\_**

- All divers employed by Inland Potable Services are certified Commercial Divers.
- Inland Potable Services is fully bondable and insured.
- All equipment entering the tanks will be disinfected with a minimum of 200ppm Chlorine.
- Schedule dates are tentative and are subject to change.
- If Inland Potable Services dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of \$369.00 per hour will be charged.
- Inland Potable Services makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.

Larry Lester, Regional Account Manager

Date: January 21, 2019

### Important Information

**Water Level** - Please be advised, and understand, the water level within the tank(s) must be within ten (10) feet or less of the hatch opening prior to the dive team's arrival. If the air gap is more than ten feet a fee of \$369.00 per hour will be charged until the water reaches the appropriate level.

**Fuel Surcharge** - Effective January 1, 2018 a fuel surcharge of \$25.00 per day will be added to this contract, if the price of diesel fuel exceeds \$4.00 per gallon on the date of the contract completion.

**Completion Date** – With acceptance this work will be completed at a mutually acceptable date within one year. If money budgeted for this work must be used by a specific date, please show that date on this line and every attempt will be made to meet the given date: \_\_\_\_\_

**To accept**, please sign and date proposal. Please fax both pages to 303-400-4215 or scan and send to [larry@inlandpotableservices.com](mailto:larry@inlandpotableservices.com)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





**Billing Address**

Tonganoxie WWTP (KS)  
321 S. Delaware  
Tonganoxie, KS 66086  
US - UNITED STATES

**Delivery Address**

Tonganoxie WWTP  
1536 E. 4th St.  
Tonganoxie, KS 66086  
US - UNITED STATES

**OFFER:** 71003719 / V1  
Project: Tonganoxie KS 284218

Your Letter/Your Reference:

Date printed: Jan 10, 2019  
Our Reference: Lindsay Barnes  
Phone: +1-704-990-2050  
Fax:  
Email: lindsay.barnes@hhusa.net

Customer No: 115543  
Phone:  
Fax:

All parts in stock unless otherwise indicated below.  
Customer is responsible for the following prior to Huber's technician arrival:

- (1) Removal of Huber machine from channel,
- (2) Pressure washing of machine, and

(3) Providing lifting equipment.

Failure to do so will result in additional charges of \$1,000 per day Huber is onsite.

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
10/1	12.00	pcs	507088 lamella fix 2500 BA t2 5xBD		275.00	3,300.00 0%
20/1	12.00	pcs	505504 lamella movable 2500 BA t2		255.39	3,064.68 0%
30/1	10.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6	DE 39174000	32.67	326.70 0%
40/1	100.00	pair	505224 spacer SS#6 t2 T5,8-5,9	DE 39174000	2.31	231.00 0%
50/1	1.00	pcs	700500 flange bearing RVFW 40 S		98.18	98.18 0%
60/1	2.00	pcs	700501		76.25	152.50

12 month



Quotation No: **71003719**  
 Date: Jan 10, 2019  
 Page: 2 (9)

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
			flange bearing RVFW 50 S			0%
70/1	2.00	pcs	702330 retaining ring DIN 471 50x2,00		11.55	<b>23.10</b> 0%
80/1	2.00	pcs	505261 eccenter SSF 90x50x138,5 d50h7		735.63	<b>1,471.26</b> 0%
90/1	4.00	pcs	706282 feather key DIN 6885 A12x 8x 60		14.52	<b>58.08</b> 0%
100/1	2.00	pcs	702780 pressure spring VD-306A 300N		23.10	<b>46.20</b> 0%
110/1	2.00	pcs	703002 spring pin DIN 1481 D 4,0x 26		3.47	<b>6.94</b> 0%
120/1	2.00	pcs	703071 proximity switch M18 IP68 t<40 XS618B1MAL2		239.09	<b>478.18</b> 0%
130/1	8.00	pcs	302867 elbow lever with bush 300x 88x10 H15 bo40		517.44	<b>4,139.52</b> 0%
140/1	1.00	pcs	284218-492101 Schn.w 159 SW 1490 WAP/1	73089098	7,250.00	<b>7,250.00</b> 0%
150/1	4.00	pcs	507329 wear bar 30/ 6x 432		181.34	<b>725.36</b> 0%
160/1	28.00	pcs	706429 hexagon bolt DIN 933 M10x 12		1.33	<b>37.24</b> 0%
170/1	28.00	pcs	706695 sealing ring 10,5/18,0x1,50		1.05	<b>29.40</b> 0%
180/1	2.00	pcs	10065405 Rebuild Kit Valve Body 5282 DN 25		90.00	<b>180.00</b> 0%
190/1	1.00	pcs	702012 flat jet nozzle JCQ2310 3/8" 60° 3 bar: 31 l/mln		27.72	<b>27.72</b> 0%



Quotation No: **71003719**  
 Date: Jan 10, 2019  
 Page: 3 (9)

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
200/1	1.00	pcs	703900 swivel joint DN15 AG-AG 1/2"		317.63	<b>317.63</b> 0%
210/1	1.00	pcs	711053 feather key DIN 6885 A14x 9x125		11.44	<b>11.44</b> 0%
220/1	1.00	pcs	713955 self-aligning ball bearing 22313EA W33 D140 d 65 W 48		302.61	<b>302.61</b> 0%
230/1	2.00	pcs	702333 Nilos sealing ring 22313 JV CrNi d77,5 D140		53.13	<b>106.26</b> 0%
240/1	1.00	pcs	501298 sleeve 77H7/ 90h8x 40		487.87	<b>487.87</b> 0%
250/1	1.00	pcs	702338 grooved ring 90/110x12		240.24	<b>240.24</b> 0%
255/1	2.00	pcs	10065616 Oil Mobil SHC 630		295.00	<b>590.00</b> 0%
260/1	24.00	HOUR	40001 Labor		145.00	<b>3,480.00</b> 0%
270/1	8.00	HOUR	40003 Travel Time		110.00	<b>880.00</b> 0%
280/1	4.00	pcs	10000002 Hotel		125.00	<b>500.00</b> 0%
280/2	5.00	pcs	10000002 Per Diem		55.00	<b>275.00</b> 0%
280/3	1.00	pcs	10000002 Misc Materials		200.00	<b>200.00</b> 0%
290/1	500.00	pcs	40010 Mileage		0.54	<b>270.00</b> 0%
300/1	5.00	pcs	40011 Truck Fee		75.00	<b>375.00</b> 0%



WASTE WATER Solutions

Quotation No: **71003719**  
 Date: Jan 10, 2019  
 Page: 4 (9)

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
310/1	1.00	pcs	410500 Freight		500.00	500.00 0%
					<b>Total net</b>	<b>USD 30,182.11</b>
					<b>including Tax</b>	<b>USD 0.00</b>
					<b>Total gross</b>	<b>USD 30,182.11</b>

Valid for: 90 days  
 Delivery: prepaid and add  
 Payment terms: Net 30 days

Best regards

*Lindsay Barnes*

**Huber Technology, Inc.**



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** March 4, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Resolution 03-19-01: Approval of an Auditing Services Contract with Kramer & Associates

**DISCUSSION:**

Staff presented the results of the Request for Proposals (RFP) issued in January 2019 for auditing services for the 2018, 2019, and 2020 fiscal years at the February 21, 2019 City Council meeting. Publication efforts included notice in the Tonganoxie Mirror & Leavenworth Times, along with publication of the RFP and a response to inquiries received about the RFP on the City's website. Two firms provided proposals to the City and, upon review, staff recommended acceptance of the low bid from Kramer & Associates.

The proposed contract follows the service model established in the RFP, with an initial period of service to include completion of the audit of fiscal year 2019, followed by an additional period of service completing the audits for fiscal years 2019 and 2020 unless written notice is provided prior to September 30, 2019. Finally, the contract includes an additional option for the following three fiscal years unless notice is provided by either party prior to September 30, 2021.

Terms of payment within the contract include the following amounts by year, the following amounts, subject to annual appropriation by the government body of the City.

1. Audit of Year Ended December 31, 2018 - \$9,425
2. Audit of Year Ended December 31, 2019 - \$9,775
3. Audit of Year Ended December 31, 2020 - \$9,900

**BUDGET IMPACT:**

None. The charges proposed for the completion of the audit of the Fiscal Year ended December 31, 2018 comes in slightly under what was included in the 2019 budget. Future annual budgets will be designed to accommodate the costs included in this contract.

**ACTION(S) NEEDED:**

Make a motion to authorize the execution of Resolution 03-19-01, approving the auditing services contract with Kramer & Associates.

**ATTACHMENTS:**

Resolution 03-19-01  
Draft Contract with Kramer & Associates for Auditing Services

**cc:** George Brajkovic, City Manager

**RESOLUTION NO. 03-19-01**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT AUDITING SERVICES CONTRACT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND KRAMER AND ASSOCIATES CPAS, LLC**

**WHEREAS**, the City desires to ensure proper financial practices and reduce the risk of fraud; 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

**WHEREAS**, the City of Tonganoxie, Kansas, and Kramer & Associates CPAS, LLC wish to enter into that certain Auditing Services Contract between the City of Tonganoxie and Kramer & Associates CPAS, LLC, 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 Auditing Services Contract between the City of Tonganoxie and Kramer & Associates CPAS, LLC, attached hereto as Exhibit A.

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

**ADOPTED** by the Governing Body this 4<sup>th</sup> day of March, 2019.

**SIGNED** by the Mayor this 4<sup>th</sup> day of March, 2019.

**SEAL**

---

Jason K. Ward, Mayor

ATTEST:

---

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

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**EXHIBIT A**  
**Audit Services Contract with City of Tonganoxie and Kramer & Associates CPAS,  
LLC**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made this fourth day of March, 2019, between the City of Tonganoxie, Kansas, a constitutionally chartered municipal corporation (“City”), and Kramer and Associates CPAS LLC, a Kansas corporation (“Contractor”) (hereafter jointly the “Parties”), shall provide auditing services to the City in accordance with the terms and conditions contained in this Agreement.

WHEREAS, the City desires to ensure proper financial practices and reduce the risk of fraud; 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 services as described in Contractor’s written response to the solicitation for auditing firms and as more fully described in Section 4 of this Agreement. This Agreement incorporates Contractor’s written response by reference and shall survive any change in the Contractor’s chief executive officer or principals.

### **Sec. 2. Payments.**

- A. As consideration for the performance of the Contractor’s obligations hereunder, the City will pay Contractor a total amount not to exceed the following amounts, subject to annual appropriation by the government body of the City.
  - 1. Audit of Year Ended December 31, 2018 - \$9,425
  - 2. Audit of Year Ended December 31, 2019 - \$9,775
  - 3. Audit of Year Ended December 31, 2020 - \$9,900
- B. No request for payment by Contractor in excess of cumulative annual charges pursuant to Section 2(1-3) 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(1-3) 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(1-3) herein.

- D. The City agrees to pay Contractor either on an hourly or project basis, as determined by the Parties, in the course of its normal monthly payment cycle upon receipt of itemized invoices from Contractor in a form acceptable to the City.
- E. All rates will include costs for materials and will require no additional charges other than the rates as defined herein.
- F. Contractor shall submit detailed invoices which outline the date, time, and service performed. Verified invoices will be paid within one month of submittal.
- G. 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 one (1) year commencing on March 4, 2019, (the "Commencement Date") and, unless sooner terminated pursuant to any provision herein, shall expire on October 1, 2021. Subject to satisfactory performance by Contractor, the term of this Agreement will be extended for an additional term of two (2) years unless written notice is provided by the City prior to September 30, 2019. Unless written notice is received by either party prior to September 30, 2021, the agreement will automatically renew for a period of three (3) years under the terms of payment as defined in Section 2(3) herein.

### **Sec. 4. Scope of Services.**

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

- A. Annual Audit
  - 1. Interviews with City staff
  - 2. On-site audit of financial practices in accordance with Government Auditing Standards as issued by the Comptroller General of the United States of America and testing internal controls and risk of fraud
  - 3. Written opinion of findings and recommendations prepared no later than August 1 of each year including regulatory required supplementary information, unless otherwise agreed to in written communication by the City
  - 4. Review with senior management
  - 5. Presentation to City Council
- B. Single Audit, if applicable pursuant to the Single Audit Act and OMB Circular A-133
  - 1. Interviews with City staff
  - 2. On-site audit of financial practices in accordance with Government Auditing Standards as issued by the Comptroller General of the United States of America and testing internal controls and risk of fraud.
  - 3. Written opinion of findings and recommendations prepared no later than August 1 of each year including regulatory required supplementary information, unless otherwise agreed to in written communication by the City
  - 4. Review with senior management

- 5. Presentation to City Council
- C. Representation of the City's interests in reporting on the City's financial statements.
- D. Prompt response with the care and skill ordinarily used by members of the Contractor's profession, practicing under similar conditions at the same time and medium.

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

Contractor: Anthony B. Kramer, CPA  
2050 Spruce Street  
Leavenworth, Kansas 66048  
(913) 680-1690

**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. 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.

A. 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 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.

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 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 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, or 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 Professional Services Agreement to be duly executed as set forth below.

**Contractor**

I hereby certify that I have authority to execute this document on behalf of Kramer and Associates CPAS LLC

**City of Tonganoxie, Kansas,**

By: \_\_\_\_\_  
Anthony B. Kramer  
Title: Principal

By: \_\_\_\_\_  
Jason K. Ward  
Title: Mayor

### Library Project Budget Report - As of 2019-03-01

Land Acquisition Costs	Budget	Actual Costs Incurred	Balance Remaining
Land Purchase	195,149.00	192,921.94	2,227.06
Geotech	7,500.00	3,250.00	4,250.00
Special Inspections	35,000.00	-	35,000.00
Topographical Survey	3,500.00	-	3,500.00
<b>Subtotal Land Acquisition Liabilities</b>	<b>241,149</b>	<b>196,172</b>	<b>44,977</b>
Pre-Construction & Design Liabilities - JE Dunn	Budget	Actual Costs Incurred	Balance Remaining
Architectural Fee	285,000.00	20,772.00	264,228.00
Structural	26,280.00	-	26,280.00
Civil	29,160.00	-	29,160.00
Interior/Furnishing	24,510.00	-	24,510.00
Travel Reimbursement JE Dunn	21,050.00	679.00	20,371.00
<b>Subtotal Pre-Construction &amp; Design Liabilities - JE Dunn</b>	<b>386,000</b>	<b>21,451</b>	<b>364,549</b>
Design Build Construction Liabilities - JE Dunn	Budget	Actual Costs Incurred	Balance Remaining
Construct and Equipt Library Facility (Design-Build Contract)	3,122,851.00	-	3,122,851.00
<b>Subtotal Design Build Construction Liabilities - JE Dunn</b>	<b>3,122,851</b>	<b>-</b>	<b>3,122,851</b>
	Budget	Actual Costs Incurred	Balance Remaining
<b>Total Project Liabilities (not including issuance costs)</b>	<b>3,750,000</b>	<b>217,623</b>	<b>3,532,377</b>