



*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 – Regular meeting dated April 1, 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

VI. New Business

- a) Ordinance 1467: An Ordinance Regulating Traffic Within the Corporate Limits of the City of Tonganoxie, Kansas, Incorporating by Reference the Standard Traffic Ordinance for Kansas Cities, 2018 Edition
- b) Ordinance 1468: An Ordinance Regulating Public Offenses Within the Corporate Limits of the City of Tonganoxie, Kansas, Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 2018 Edition
- c) Ordinance 1469: Amending the City Code, Chapter XIV. Traffic, Article 2. Local Traffic Regulations, Section 14-204 to Allow for the Recreational Use of Utility Task Vehicles (UTVs) on City Streets
- d) Consideration of Release Agreement with Tonganoxie Veterans of Foreign Wars Post 9271 for the Removal and Replacement of Playground Equipment
- e) Ordinance 1470: Acceptance of Utility Easement from Shaun Thomas Vickers
- f) Consider Approval of Tongie Tidal Waves Rental Schedule Agreement
- g) Consider Request to Hold Movie in the Park Events in Gallagher Park in Summer 2019
- h) Consider Approval of Payment for Plymovent Installation from Grant Proceeds
- i) Consider Approval of Purchase of 6 Sets of Personal Protective Equipment for Fire Suppression Personnel
- j) Consider Approval of 2019-2020 Plan Year Employee Insurance Benefits Renewals

- k) City Manager Agenda
 - 1. Urgent Needs Grant through KS Department of Commerce CDBG Program for Sanitary Sewer Aerial Crossing Repairs
 - 2. 1st Quarter 2019 Financial Report
 - 3. Library Project Update

l) City Attorney Agenda

m) Mayor Pro Tem Agenda

n) City Council Agenda

o) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting Minutes
April 1, 2019
7:00 Regular 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, Mayor Pro Tem Himpel, Mr. Oroke, Ms. Patterson, Ms. Stevens, and Mr. Bennett. No Council members were absent. City Manager George Brajkovic, Police Chief Greg Lawson, and Assistant City Manager Dan Porter were also in attendance.
- Chief Lawson introduced Ron Crouss, the newest Tonganoxie Police Officer, to the City Council.

II. Approval of Minutes – Regular meeting dated March 18, 2019

- **Mr. Himpel made a motion to approve the minutes from the March 18, 2019 City Council meeting.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

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

IV. Open Agenda

Members of the public are welcome to use this time to comment about any matter relating to City business. The comments that are discussed under Open Agenda may or may not be acted upon by the Council during this meeting. In order to speak during open agenda, you must sign up with your name and address with the city clerk or designee **before the meeting**. Comments will be limited to 3 minutes. Please wait to be recognized by the Mayor and **state your name and address** for the record.

- Dr. LaRosh, owner of the Pleasant Valley Veterinary Clinic at 401 N Main St, addressed the City Council and requested the waiver of pet license fees in the month of April 2019 for pets vaccinated at clinics located in the City of Tonganoxie.
- No other members of the public addressed the City Council during open agenda
- Mayor Ward commented that he agreed that it was fair to support local businesses with the waiver of pet license fees during the month.
- **Ms. Patterson made a motion to authorize staff to prepare and execute a resolution waiving the City license fee for all cats and dogs vaccinated at clinics located within the City of Tonganoxie during the month of April 2019.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

V. Old Business

VI. New Business

- a) Ordinance 1466: Amending the Zoning Ordinance and Subdivision Regulations of the City of Tonganoxie, Kansas, 2003, by Rezoning Certain Property in the City of Tonganoxie, Kansas from R-Residential to R-Single Family

- Mr. Porter delivered the staff report prepared for the Planning Commission outlining the details of the 4 points included in the staff recommendation for approval of the rezoning request of property located at 520 Smiley Road. He noted that the Planning Commission had recommended approval of the item by a 6-1 vote.
- Mr. Himpel commented that he had walked the property and was in agreement with the rezoning.
- **Mr. Himpel made a motion to authorize the execution of Ordinance 1466.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

- b) Resolution 04-19-01: Findings of Fact related to Rezoning Certain Property in the City of Tonganoxie, Kansas from R-Residential to R-Single Family
 - **Mr. Himpel made a motion to authorize the execution of Resolution 04-19-01.**
 - **Mr. Oroke seconded.**
 - **Vote of all ayes, motion carried.**

- c) Consider Approval of Request for 2019 Funding Contribution for the Leavenworth County Development Corporation
 - Mr. Brajkovic introduced the item.
 - Steve Jack, Executive Director of the Leavenworth County Development Corporation, addressed the City Council and provided an update on the marketing efforts and initiatives underway to help promote the City of Tonganoxie and, in particular, the Tonganoxie Business Park.
 - Mayor Ward commented that he was interested in the concept of a hosted event such as a BBQ gathering that could be held in the Tonganoxie Business Park to help demonstrate the property to interested parties.
 - Mr. Himpel commented that he hoped any such event would provide for those able to walk as well as those with limited mobility.
 - **Mr. Himpel made a motion to authorize the funding of Leavenworth County Development Corporation in an amount not to exceed \$7,976.**
 - **Mr. Bennett seconded.**
 - **Vote of all ayes, motion carried.**

- d) Resolution 4-19-02: Appointing Municipal Court Judge and City Attorney as Officers of the City of Tonganoxie
 - Mr. Brajkovic introduced the item and described the interest of Judge William Pray in continuing as the Municipal Court Judge for the City of Tonganoxie.
 - **Mr. Himpel made a motion to authorize the execution of Resolution 04-19-02.**
 - **Mr. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- e) Consider Approval of Request to Purchase Hydraulic Mower Attachment
 - Mr. Brajkovic introduced the item and described the potential uses of the mower attachment for skid steer equipment.
 - Mr. Porter described the Special Parks Fund as the funding source for the project and noted that the fund balance was sufficient to complete the purchase of the 2019 budget initiative at this time.
 - **Mr. Oroke made a motion to authorize purchase of a mower skid steer attachment in an amount not to exceed \$4,837.40.**
 - **Ms. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- f) Charter Ordinance 29: Exempting the City of Tonganoxie from the Provisions of K.S.A. 14-205 and Providing Substitute Provisions Therefore, and Repealing Charter Ordinance No. 6

- Mr. Brajkovic introduced the item and described how it will enable the City to recruit qualified City Attorney candidates in the Kansas City metro area.
- Mayor Ward commented how he believed this sort of flexibility would enable the City to retain the best possible legal representation, which he was in favor of.
- **Mr. Bennett made a motion to authorize the execution of Charter Ordinance 29.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

g) City Manager Agenda

1. 2019 Employee Benefit Renewals Update

- Mr. Porter commented that staff will prepare employee benefit renewals as soon as the final renewal cost information data arrives, which will hopefully be next week. He stated that preliminarily it looked like dental insurance premiums would rise about 1% and vision insurance premiums will rise about 3% in plan year 2019-2020, which begins on July 1, 2019.

2. Library Project Update

- Mr. Brajkovic noted the Library project had no new financial payments but that JE Dunn hosted local and regional contractors interested in submitting bids on the project at a pre-bid meeting on April 1, 2019 at the Tonganoxie Public Library.

h) City Attorney Agenda

i) Mayor Pro Tem Agenda

j) City Council Agenda

k) Mayor Agenda

- Mayor Ward thanked staff for the preparation of all the materials for the recent Spring Retreat. He commented that the retreat was not always completed in past years but that it served as a good opportunity to kick off the budget preparation process.

VII. Information & Communications (No Action Required)

VIII. Adjourn

- **Ms. Patterson made a motion to adjourn the meeting.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried. Meeting Adjourned at 7:50 PM.**

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 03/30/2019 - 04/11/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0250	HONEYCREEK DISPOSAL SERVICE	04/0	Regular	0	26644.25	46075
0395	Leavenworth County Development Corporati	04/0	Regular	0	7976	46082
0914	LOCAL LAW, LLC.	04/0	Regular	0	5390	46084
0579	SECURITY BENEFIT - 457	04/0	Regular	0	2910.23	46091
0365	Kansas Municipal Insurance Trust	04/0	Regular	0	2729	46078
0136	DELTA DENTAL PLAN OF KANSAS,IN	04/0	Regular	0	2543.48	46068
0964	KDOR - MISC TAX	04/0	Regular	0	1860.25	46081
0198	FRANK ROBISON	04/0	Regular	0	1400	46070
0826	ANNA WOLF	04/0	Regular	0	1260	46065
0308	KANSAS STATE TREASURER	04/0	Regular	0	1195	46076
0642	U S POSTAL SERVICE	04/0	Regular	0	1092.73	46094
0216	GOULD EVANS PC	04/0	Regular	0	661.25	46073
0596	GEOFF SONNTAG	04/0	Regular	0	600	46072
0677	WILLIAM PRAY	04/0	Regular	0	600	46095
0809	FREESTATE ELECTRIC COOPERATIVE INC	04/0	Regular	0	544.05	46071
0542	QUILL	04/0	Regular	0	534.02	46088
0503	PACE ANALYTICAL SERVICES INC	04/0	Regular	0	451	46087
0249	HONEY-BEE SEPTIC SERVICE	04/0	Regular	0	450	46074
0330	KANSAS GAS SERVICE	04/0	Regular	0	411.76	46077
0348	KBI	04/0	Regular	0	400	46080
0614	T-MOBILE	04/0	Regular	0	365	46093
0479	NEW DIRECTIONS BEHAVIORAL HEAL	04/0	Regular	0	272.34	46086
0857	MIDCONTINENT COMMUNICATIONS	04/0	Regular	0	267.51	46085
0064	BOUND TREE MEDICAL, LLC	04/0	Regular	0	227.8	46067
0410	LIBERTY NATIONAL	04/0	Regular	0	224.71	46083
0594	SMITHEREEN PEST CONTROL	04/0	Regular	0	198	46092
0166	EMERGENCY REPORTING	04/0	Regular	0	181.33	46069
0548	RECORDNEWS	04/0	Regular	0	159.8	46089
0496	KANSAS ONE CALL CONCEPTS	04/0	Regular	0	124.8	46079
0034	AT&T ACCESS TRANSPORT SERVICES	04/0	Regular	0	74.49	46066
0555	RICOH USA, INC.	04/0	Regular	0	29.96	46090

Bank Code: AP Bank-AP Bank

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	36	31	0.00	61,778.76
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
Total	36	31	0.00	61,778.76

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	36	31	0.00	61,778.76
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
	36	31	0.00	61,778.76

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	4/2019	61778.76
			61778.76



Office of the City Manager
AGENDA STATEMENT

DATE: April 15, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Ordinances 1467, 1468, and 1469: Incorporating by Reference the Standard Traffic Ordinance of Kansas Cities, 2018 edition, Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 2018 edition, and amending the City Code, Chapter 14 Traffic, Article 2, Section 204 to Permit Recreational Use of Utility Task Vehicles (UTVs)

DISCUSSION:

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

The entirety of these codes are too extensive to include in the Council packet; however, if you wish to receive more information please contact City staff. Ordinances 1467 and 1468 would complete the incorporation of the most current editions by reference.

Draft Ordinance 1469 incorporates proposed changes to the City Code which would allow for the recreational use of Utility Task Vehicles (UTVs), which is currently prohibited. This subject was initiated by residents interested in providing the ability to operate UTVs within the City limits with property registration and safety considerations.

The City Council has held multiple discussions aimed at delivering policy direction to incorporate into a proposed program and staff has completed research with other jurisdictions, an examination of the safety products commonly available in the marketplace, and requirements for City staff to complete a registration and inspection program for UTVs. The proposed section of the City Code (14-204) outlines the following items as required in order to operate a UTV within the City limits.

- Definition of UTV
- Operation Restrictions (Speed, noise, other traffic laws, and possession of a valid registration sticker)
- Requirement for Driver's License
- Requirement for at least liability insurance
- Specific fine for violation of requirements

In addition, the Ordinance outlines that if the City Council authorizes the Ordinance on April 15, 2019 the effective date of these changes to the City Code would be May 15, 2019. This period would allow staff to complete the ordering of necessary registration supplies and train staff on inspection procedures.

BUDGET IMPACT:

ACTION NEEDED:

Make individual motions to approve:

Ordinance 1467 - Incorporating by Reference the Standard Traffic Ordinance of Kansas Cities, 2018 edition
Ordinance 1468 - Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 2018 edition

Ordinance 1469 - amending Chapter 14, Article 2, Section 204 to Permit Recreational Use of Utility Task Vehicles

ATTACHMENTS:

Ordinance 1467

Ordinance 1468

Ordinance 1469

cc: Dan Porter, Assistant City Manager

ORDINANCE NO. 1467

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 1, SECTION 14-101 OF THE TONGANOXIE CITY CODE INCORPORATING THE 2018 EDITION OF THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES

WHEREAS, the City of Tonganoxie desires to update its Standard Traffic Ordinance by amending Section 14-101 of the Tonganoxie City Code.

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

SECTION 1. That Section 14-101 of the Tonganoxie City Code be revised to read as follows, with the removal of the stricken language, and the addition of the language in *italics*:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the city of Tonganoxie, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2016~~8~~, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Tonganoxie, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the ordinance codified in this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. (Ord. 1294; Ord. 1323; Ord. 1384, Sec. 1; Ord. 1416, Sec. 1; *Ord. 1667, Sec. 1*)

SECTION 2. That this ordinance shall take effect and be enforced from and after its passage, approval, and publication in the official newspaper of the City of Tonganoxie, Kansas as provided by law.

SECTION 3. That all ordinances that conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

PASSED BY THE GOVERNING BODY OF TONGANOXIE, KANSAS, THIS 15th DAY OF APRIL, 2019.

APPROVED BY THE MAYOR PRO TEM THIS 15th DAY OF APRIL, 2019.

A.W. Himpel, Mayor Pro Tem

Attest:

Patricia C. Hagg, City Clerk

ORDINANCE NO. 1468

AN ORDINANCE AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE TONGANOXIE CITY CODE INCORPORATING THE 2018 EDITION OF THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES

WHEREAS, the City of Tonganoxie desires to update its Uniform Public Offense Code by amending Section 11-101 of the Tonganoxie City Code.

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

SECTION 1. That Section 11-101 of the Tonganoxie City Code be revised to read as follows, with the removal of the stricken language, and the addition of the language in *italics*:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the city of Tonganoxie, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 20168, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Tonganoxie, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the ordinance codified in this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

(Ord. 1296; Ord. 1324; Ord. 1385, Sec. 1; Ord. 1417, Sec. 1; *Ord. 1668, Sec. 1*)

SECTION 2. That this ordinance shall take effect and be enforced from and after its passage, approval, and publication in the official newspaper of the City of Tonganoxie, Kansas as provided by law.

SECTION 3. That all ordinances that conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

PASSED BY THE GOVERNING BODY OF TONGANOXIE, KANSAS, THIS 15th DAY OF APRIL, 2019.

APPROVED BY THE MAYOR PRO TEM THIS 15th DAY OF APRIL, 2019.

A.W. Himpel, Mayor Pro Tem

Attest:

Patricia C. Hagg, City Clerk

ORDINANCE NO. 1469

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 2, SECTION 14-204 OF THE TONGANOXIE CITY CODE INCORPORATING THE RECREATIONAL USE OF UTILITY TASK VEHICLES (UTV)

WHEREAS, the Tonganoxie City Code currently prohibits the recreational use of Utility Task Vehicles (UTVs) on City streets; and,

WHEREAS, residents of the City of Tonganoxie have indicated the desire to update City traffic regulations to permit recreational use of UTVs; and,

WHEREAS, upon City Council's direction City staff have developed a proposed program outlining minimum safety requirements and a registration program for the recreation use of UTVs within the City of Tonganoxie.

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

SECTION 1. That Section 14-204 of the Tonganoxie City Code be revised to read as follows, with the removal of the stricken language, and the addition of the language in *italics*:

14-204. OPERATION OF WORK-SITE VEHICLES AND MICRO UTILITY VEHICLES, *AND RECREATIONAL USE OF UTILITY TASK VEHICLES (UTVs)*.

(a) Work-Site Vehicles.

- (1) It shall be unlawful for any person to operate a work-site utility vehicle:
 - (A) On any interstate highway, federal highway, or state highway; or
 - (B) Within the corporate limits of any city unless authorized by such city.

(2) Definitions.

- (A) Slow-moving vehicles emblem has the same meaning as contained in K.S.A. 8-1717 and amendments thereto.
- (B) Work-site utility vehicle means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, or not more than 135 inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket type seating allowing at least two people to sit side by side, and may be equipped with a bed or cargo box for hauling materials. Work-site utility vehicle does not include a micro utility truck as defined in the Standard Traffic Ordinance adopted by subsection (b) of this section, and amendments thereto.

(3) Operation.

- (A) Work-site utility vehicles are restricted to work-site to work-site by the most direct route. Work-site utility vehicles may operate upon the public highway, streets, roads and alleys within the corporate limits of the city of Tonganoxie, to get from work-site to work-site.

(B) No work-site utility vehicle shall be operated on any public highway, street road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles.

(C) No work-site utility vehicle shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a work-site utility vehicle from crossing a federal or state highway.

(D) No work-site utility vehicle shall be operated on any public highways, streets, roads, and alleys within the corporate limits of the city of Tonganoxie with posted speed limits greater than 30 miles per hour; provided, however, that provisions of this subsection shall not prohibit a work-site utility vehicle from crossing any public highways, streets, roads and alleys within the corporate limits of the city of Tonganoxie with posted speed limits greater than 30 miles per hour.

(E) Every person operating a work-site vehicle on the public highways, streets, roads and alleys of the city of Tonganoxie shall be subject to all of the duties applicable to a driver of a motor vehicle imposed by law, including but not limited to the applicable provisions of the Standard Traffic Ordinance adopted by section 14-101, and amendments thereto.

(4) Driver License Requirements.

(A) No person shall operate a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(5) Insurance Requirements.

(A) Every owner of a work-site utility vehicle shall provide liability coverage in accordance with Section 200 of the Standard Traffic Ordinance, adopted by section 14-101, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 *et seq.*, and amendments thereto prior to operating such vehicle upon the public highways, streets, roads and alleys within the corporate limits of the city of Tonganoxie.

(B) All provisions of Section 200 of the Standard Traffic Ordinance, adopted by section 14-101, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of work-site utility vehicles.

(6) Display of Slow Moving Vehicle Emblem.

(A) It shall be illegal to operate a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle. The slow moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717 and amendments thereto.

(7) Penalty.

(A) Unless specifically provided for herein, a violation of this article shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201 of the Standard Traffic Ordinance, adopted by section 14-101, and amendments thereto, or such other similar provision as the city may then have in effect.

(b) Micro Utility Vehicles.

- (1) It shall be unlawful for any person to operate a micro utility truck:
 - (A) On any interstate highway, federal highway, or state highway; or
 - (B) On any public highway or street within the corporate limits of any city unless authorized by such city.
- (2) Definitions.
 - (A) Micro utility truck means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. Micro utility truck does not include a work-site utility vehicle as defined in the Standard Traffic Ordinance adopted by subsection (a) of this section, and amendments thereto.
- (3) Operation.
 - (A) Micro utility trucks are restricted to work-site to work site by the most direct route. Micro utility trucks may operate upon the public highways, streets, roads and alleys within the corporate limits of the city of Tonganoxie, to get from work-site to work-site.
 - (B) No micro utility truck shall be operated on any public highway or street, unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated and amendments thereto.
 - (C) No micro utility truck shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a micro utility truck from crossing a federal or state highway.
 - (D) Micro utility trucks are defined as motor vehicles; they meet the definition of "passenger car" in K.S.A. 8-1343a and amendments thereto. If originally equipped with safety belts, the Child Safety Act and Safety Belt Use Act apply on public roads.
 - (E) Every person operating a micro utility truck on the public highways, streets, roads and alleys of the city of Tonganoxie shall be subject to all of the duties applicable to a driver of a motor vehicle imposed by law, including but not limited to the applicable provisions of the Standard Traffic Ordinance adopted by section 14-101, and amendments thereto.
- (4) Driver License Requirements.
 - (A) No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.
- (5) Insurance Requirements.
 - (A) Every owner of a micro utility truck shall provide liability coverage in accordance with Section 200 of the Standard Traffic Ordinance, adopted by section 14-101, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 et seq., and amendments thereto, prior to operating such vehicle upon the public highways, streets, roads and alleys within the corporate limits of the city of Tonganoxie.
 - (B) All provisions of Section 200 of the Standard Traffic Ordinance, adopted by section 14-101, and amendments thereto, including penalty

provisions, shall be applicable to all owners and operators of micro utility trucks.

(6) Penalty.

(A) Unless specifically provided for herein, a violation of this article shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201 of the Standard Traffic Ordinance, adopted by section 14-101, and amendments thereto, or such other similar provision as the city may then have in effect.

(c) Recreational Use of Utility Task Vehicle.

(1) *It shall be unlawful for any person to operate an UTV:*

(A) *On any interstate highway, federal highway, or state highway; or*

(B) *Within the corporate limits of the City of Tonganoxie, unless authorized by City as listed below.*

(2) Definitions

(A) *UTV, or "Side by Side," as identified by all of the following required features: a properly Installed Roll Over Protection System (ROPS); properly installed and functioning headlights, tail lights and brake lights; safety harness or seat belt for each passenger; steering wheel; weight of at least 1,000 lbs.*

(3) Operation

(A) *UTVs are restricted to City streets with speed limits of 30 miles per hour or less.*

(B) *UTVs must be in compliance with the City's Noise Ordinance as adopted by Section 11-201 of the City's Code, Public Offenses, and Amendments thereto.*

(C) *Every person operating an UTV shall be subject to all of the duties applicable to a driver of a motor vehicle imposed by law, including but not limited to the applicable provisions of the Standard Traffic Ordinance adopted by Section 14-101 of this code, and Amendments thereto.*

(D) *Registration sticker, as obtained below, must be displayed on UTV.*

(4) Driver license requirements

(A) *No person shall operate an UTV on any public street within the corporate limits of the City unless such person has a valid driver's license. Violation of this is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.*

(B) *All provisions of Section 200 of the Standard Traffic Ordinance, Adopted*

(5) Insurance requirements

(A) *Every owner of an UTV shall provide liability coverage in accordance with Section 200 of the Standard Traffic Ordinance, adopted Section 14-101 of this code, and Amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and Amendments thereto, prior to operating such vehicle upon streets, roads and alleys within the corporate limits of the City of Tonganoxie.*

(6) Registration/Inspection with the City of Tonganoxie

(A) *All UTVs require an annual inspection, to be performed by the Tonganoxie Police Department, which verifies adherence to requirements. Applicable registration and inspection fees must be collected at the time of registration.*

(B) UTV owner must provide proof of paid Kansas Personal Property Tax on UTV.

(C) Liability Waiver must be executed by owner.

(7) Fines

(A) Fine for operating an unregistered vehicle is \$500; of which, \$300 will be applied to the cost of annual registration/inspections.

SECTION 2. That after its passage, approval, and publication in the official newspaper of the City of Tonganoxie, Kansas as provided by law this ordinance shall take effect and be enforced starting May 15, 2019.

SECTION 3. That all ordinances that conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

PASSED BY THE GOVERNING BODY OF TONGANOXIE, KANSAS, THIS 15th DAY OF APRIL, 2019.

APPROVED BY THE MAYOR PRO TEM THIS 15th DAY OF APRIL, 2019.

A.W. Himpel, Mayor Pro Tem

Attest:

Patricia C. Hagg, City Clerk

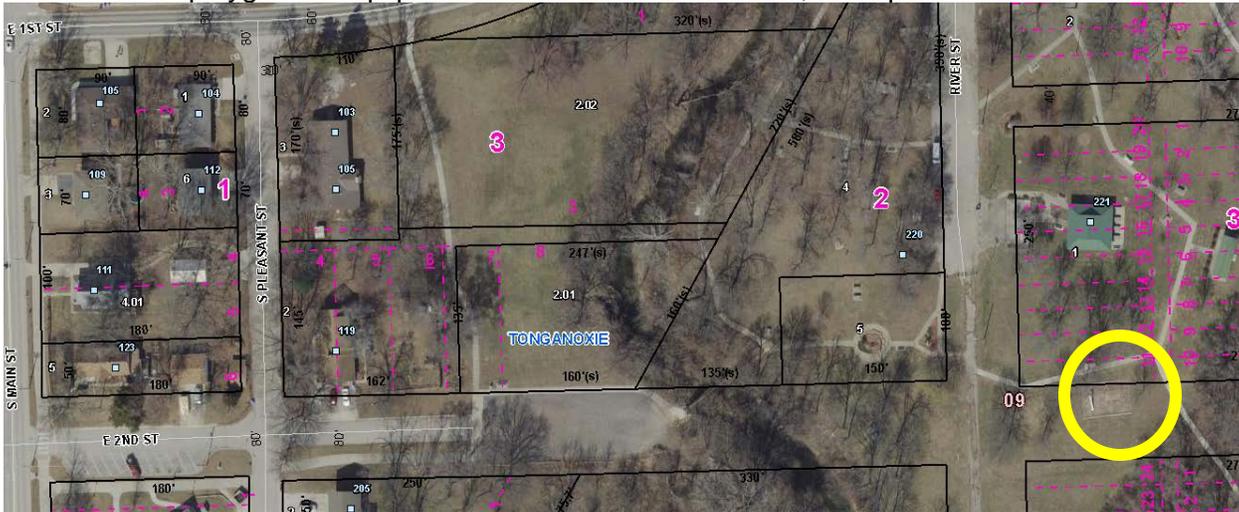


Office of the City Manager
AGENDA STATEMENT

DATE: April 15, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consideration of Release Agreement with Tonganoxie Veterans of Foreign Wars Post 9271 for the Removal and Replacement of Playground Equipment

DISCUSSION:

In August 2018, Gretchen Meitler, representing VFW Post 9271, approached City staff requesting assistance to remove old playground equipment located in the VFW Park, as depicted below:



The City Attorney drafted the attached Release Agreement, defining the role of the City as assisting with the removal and disposal of the old equipment, which was recently executed by the VFW Post Commander.

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to authorize the mayor to execute the Release Agreement with Tonganoxie veterans of Foreign Wars Post 9271 for the removal and replacement of playground equipment.

ATTACHMENTS:

Release Agreement

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

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is executed by the City of Tonganoxie, Kansas (the "City") and the Tonganoxie Veterans of Foreign Wars Post 9271 (the "VFW"), (the "Parties"), on the ____ day of August, 2018 (the "Effective Date").

1. **Background.** The VFW owns the property located at 900 East First Street in Tonganoxie, Kansas, known as the VFW Park (the "Park"). It has come to the Parties attention that playground equipment in poor repair (the "Equipment") is located in the Park, on property that may also be City Right of Way (the "Property"). It is the Parties desire to cooperate to remove and replace the Equipment on the Property.
2. **Agreement.** The City and the VFW agree as follows:
 - a. **City.** The City shall cause the removal and disposal of the Equipment currently located on the Property at its sole cost.
 - b. **VFW.** The VFW shall replace the Equipment with playground equipment or other play structures selected by the VFW at its sole cost
3. **Contingent upon Council Approval.** The obligations of the City under this Agreement are contingent upon final approval of the Agreement by the City Council of the City.
4. **Time for Completion.** The City shall complete its obligations under this Agreement within 6 months of the Effective Date of this Agreement. It is acknowledged by the City and the VFW that the Property may be City Right of Way, and that although the City has no current plans to locate a City street or other City structures upon the City Right of Way, should the City choose to do so, the VFW shall remove any playground equipment or other structures owned by the VFW located in the City Right of Way upon notice by the City.
5. **Mutual Release.** In consideration of the materials and work described above and in provision of the releases, covenants and promises set forth in this Agreement, the sufficiency of which the parties acknowledge, the parties for themselves, successors and assigns expressly release each other and each other's party successors and assigns who are or might be liable, none of whom admit any liability but expressly deny any liability whatsoever from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the work performed to correct storm water issues on Landowners property, including all claims raised or that could have been raised by either party, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.

6. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signature by the parties.

7. **Voluntary Agreement.** The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they have fully understood this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

THE CITY OF TONGANOXIE, KANSAS

Mayor Jason Ward

ATTEST

Patty Hagg, City Clerk

VFW Post 9271

Robert Cooper

Robert Cooper

COMMANDER

4-10-19

Date

ORDINANCE NO. 1470

AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM SHAUN THOMAS VICKERS

WHEREAS, the City of Tonganoxie, Kansas is a city of the second class and political subdivision duly organized and validly existing under the laws of the state of Kansas; and

WHEREAS, Shaun Thomas Vickers, owns property in the City of Tonganoxie; and

WHEREAS, it is necessary that a certain permanent utility easement and a certain temporary construction easement be dedicated to the City of Tonganoxie for the purpose of laying, installing, replacing, removing, relocating, and maintaining on and upon said lands such utilities as may be necessary, and all facilities incident thereto; and

WHEREAS, Shaun Thomas Vickers, wishes to dedicate such permanent utility easement and temporary construction easement, and the City of Tonganoxie wishes to accept the dedication of such permanent utility easement and temporary construction easement, legally described as follows:

PERMANENT UTILITY EASEMENT

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M. IN THE CITY OF TONGANOXIE LEAVENWORTH COUNTY, KANSAS, BEING 10.00 FEET ON THE LEFT SIDE AND 10.00 FEET ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S.1°49'04"E. (BEING AN ASSUMED BEARING) 1457.26 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 1177.07 FEET N.1°49'04"W FROM THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N.46°00'20"E. 50.26 FEET; THENCE N.65°38'48"E. 190.74 FEET; THENCE N.89°17'06"E. 376.77 FEET TO THE TERMINUS OF THE SAID LINE BEING ON THE WEST LINE OF THE CITY OF TONGANOXIE TREATMENT PLANT, SAID TREATMENT PLANT LINE BEING 590.13 FEET EASTERLY OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10.

THIS EASEMENT CONTAINS 0.284 ACRES OR 12,356 SQUARE FEET

ALSO:

TEMPORARY UTILITY EASEMENT

AN ADDITIONAL 20.00 FEET ON THE LEFT SIDE AND AN ADDITIONAL 20.00 FEET ON THE RIGHT SIDE OF THE ABOVE DESCRIBED PERMANENT UTILITY EASEMENT.

THIS EASEMENT CONTAINS 0.282 ACRES OR 12,291 SQUARE FEET ON THE LEFT SIDE AND 0.285 ACRES OR 12,420 SQUARE FEET ON THE RIGHT SIDE.

And as depicted in the Right of Way and Easement Agreement attached hereto as Exhibit A

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

Section 1: That the Governing Body of the City of Tonganoxie does hereby find and determine that it is in the best interest of the citizens and City of Tonganoxie, to approve, authorize, accept and receive the permanent utility easement and temporary construction easement, and hereby approves, receives and accepts such permanent utility easement and temporary construction easement, legally described as follows:

PERMANENT UTILITY EASEMENT

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M. IN THE CITY OF TONGANOXIE LEAVENWORTH COUNTY, KANSAS, BEING 10.00 FEET ON THE LEFT SIDE AND 10.00 FEET ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S.1°49'04"E. (BEING AN ASSUMED BEARING) 1457.26 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 1177.07 FEET N.1°49'04"W FROM THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N.46°00'20"E. 50.26 FEET; THENCE N.65°38'48"E. 190.74 FEET; THENCE N.89°17'06"E. 376.77 FEET TO THE TERMINUS OF THE SAID LINE BEING ON THE WEST LINE OF THE CITY OF TONGANOXIE TREATMENT PLANT, SAID TREATMENT PLANT LINE BEING 590.13 FEET EASTERLY OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10.

THIS EASEMENT CONTAINS 0.284 ACRES OR 12,356 SQUARE FEET

ALSO:

TEMPORARY UTILITY EASEMENT

AN ADDITIONAL 20.00 FEET ON THE LEFT SIDE AND AN ADDITIONAL 20.00 FEET ON THE RIGHT SIDE OF THE ABOVE DESCRIBED PERMANENT UTILITY EASEMENT.

THIS EASEMENT CONTAINS 0.282 ACRES OR 12,291 SQUARE FEET ON THE LEFT SIDE AND 0.285 ACRES OR 12,420 SQUARE FEET ON THE RIGHT SIDE.

And as depicted in the Right of Way and Easement Agreement attached hereto as Exhibit A, for the purpose of laying, installing, replacing, removing, relocating, and maintaining on and upon said lands such utilities as may be necessary, and all facilities incident thereto.

Section 2: That the City Council directs that the Right of Way and Easement Agreement, attached hereto as Exhibit A, be duly and properly recorded in the office of the Leavenworth County Register of Deeds.

Section 3: That the Mayor, City Clerk, City Manager and other city employees be authorized and directed to take such further action and execute such other documents, certificates and

instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance.

Section 4: That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Tonganoxie, Kansas as provided by law.

PASSED by the City Council this 15th day of April, 2019.

APPROVED by the Mayor Pro Tem this 15th day of April, 2019.

SEAL

A.W. Himpel, Mayor Pro Tem

ATTEST:

Patricia C Hagg, City Clerk

EXHIBIT A

Right of Way and Easement Agreement

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT, made this _____ day of April, 2019, by and between Shaun Thomas Vickers ("Grantor"), the record owner of an approximate 25 acre tract located in the SW ¼ of S10, T11, R21E, in Leavenworth County, Kansas (the "Premises") and the City of Tonganoxie, a municipal corporation of the State of Kansas, (hereinafter referred to as the "City" or the "Grantee").

RECITALS:

A. In order to lay, install, replace, remove, relocate and maintain a sewer line to the Tonganoxie Industrial Park, the City proposes to construct the sewer line through and under a portion of grantor's premises.

B. In order for the City to construct and maintain the sewer line through and under a portion of the Grantor's Premises, the Grantee must obtain for the City certain permanent and temporary right-of-ways and easements for drainage and sewer drainage and water main purposes, under certain terms and conditions; and

C. The parties desire to enter into an agreement for the grant of said right-of-way and easement; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. PERMANENT EASEMENT.

a. Grantor, for and in consideration of the sum of One Thousand One Hundred Fifty Dollars (\$1,150.00) lawful money, paid by the City at the time of the Tonganoxie City Council's acceptance of the dedication of the Permanent Easement, and for other good and valuable consideration, does hereby give, grant, convey, bargain and sell unto the City, its successors and assigns, the full, free and uninterrupted use, liberty and privilege of a perpetual drainage and sewer right-of-way and easement over, under, along and in the premises to wit:

PERMANENT UTILITY EASEMENT

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M. IN THE CITY OF TONGANOXIE LEAVENWORTH COUNTY, KANSAS, BEING 10.00 FEET ON THE LEFT SIDE AND 10.00 FEET ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE S.1°49'04"E. (BEING AN ASSUMED BEARING) 1457.26 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 1177.07 FEET N.1°49'04"W FROM THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N.46°00'20"E. 50.26 FEET; THENCE N.65°38'48"E. 190.74 FEET; THENCE N.89°17'06"E. 376.77 FEET TO THE TERMINUS OF THE SAID LINE BEING ON THE WEST LINE OF THE CITY OF TONGANOXIE TREATMENT PLANT, SAID TREATMENT PLANT LINE BEING 590.13 FEET EASTERLY OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10.

THIS EASEMENT CONTAINS 0.284 ACRES OR 12,356 SQUARE FEET

b. The right of way and easement hereby granted as "PERMANENT EASEMENT" is permanent and is granted to City for the use and purpose of laying, installing, replacing, removing, relocating, and maintaining on and upon said lands such sewer line.

c. It is expressly understood and agreed that the rights and privileges herein granted to the City on the permanent easement shall not terminate, cease or diminish unless and until the City may surrender the same in writing, duly executed by its proper officers.

2. TEMPORARY EASEMENT.

a. Grantor, for and in consideration of the sum of One Thousand One Hundred Fifty Dollars (\$1,150.00) lawful money, paid by the City at the time of the Tonganoxie City Council's acceptance of the dedication of the Temporary Construction Easement, and for other good and valuable consideration, does hereby give, grant, convey, bargain and sell unto the City, its successors and assigns, the full, free and uninterrupted use, liberty and privilege of a temporary construction and sewer right-of-way and easement over, under, along and in the premises to wit:

TEMPORARY UTILITY EASEMENT

AN ADDITIONAL 20.00 FEET ON THE LEFT SIDE AND AN ADDITIONAL 20.00 FEET ON THE RIGHT SIDE OF THE ABOVE DESCRIBED PERMANENT UTILITY EASEMENT.

THIS EASEMENT CONTAINS 0.282 ACRES OR 12,291 SQUARE FEET ON THE LEFT SIDE AND 0.285 ACRES OR 12,420 SQUARE FEET ON THE RIGHT SIDE.

b. The right of way and easement hereby granted as "TEMPORARY EASEMENT" is temporary and shall expire within one year or upon the date of completion and acceptance of the Interceptor Sewer by the City of Tonganoxie, Kansas, whichever comes first. The "TEMPORARY EASEMENT" is to aid in the laying and installing of the sanitary sewer lines within the "PERMANENT EASEMENT".

3. INGRESS AND EGRESS. Grantor hereby grants to the City, its officers, agents, employees and contractors, the right of access, ingress, and egress to and from the Premises using the easement abutting the wastewater plant. The City shall repair any damage to the Premises caused by its entry and, following any excavation, the City shall restore the surface of the Easement to its condition immediately prior to such excavation. The restoration shall include the replacement of the top soil in a manner that does not negatively impact agricultural operations. If any crop damage is sustained by the Grantor due to the City's ingress and/or egress to and from the permanent and temporary easement premises during the time of construction or during any future acts of replacing, removing, relocating, repairing and maintaining, the City shall reimburse the Grantor for said damage at the rate of \$10 per bushel/40 bushels per acre.

4. ABOVE GROUND STRUCTURES. Other than manholes and similar structures, means of access and/or ventilation that would not obstruct vehicular passage, the City shall not construct structures upon the surface of the Easement without the approval of Grantor, which approval shall not be unreasonably withheld.

5. GRANTOR'S USE OF EASEMENT. Upon completion of the installation of the sewer line, there shall be no unreasonable interference with the use of Grantor's premises for farming and agricultural purposes.

6. INDEMNIFICATION. To the extent allowed by law, the City shall indemnify and save harmless the Grantor, his successors and assigns against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' fees resulting from any such construction, laying, installing, replacing, removing, relocating, and maintaining such sewer line.

7. FARMING OPERATION. Grantor hereby reserves the right on the permanent easement to implement erosion control procedures and practices and to drain standing water. Grantor may plant crops or hay upon the surface of the Easement, including the use of pesticides and fertilizers and use such premises generally as farm ground and for the passage or parking of vehicles or farm implements.

8. GRADE AND ELEVATIONS. Grantor and City both covenant and agree that no change in grades or elevation within the lines of the Easement shall be made.

9. FEE SIMPLE. Grantor warrants that Grantor is the owner in fee simple of the Easements free and clear of liens, encumbrances, restrictions and other matters of record, has the power and is duly authorized to execute this Right of Way and Easement Agreement, and the City may peacefully and quietly exercise the rights granted hereunder free and clear of rights or consent of third parties.

10. NOTIFICATIONS.

a. The City shall notify Grantor in the event there is any break in the sewer line or any other circumstances that might damage his surrounding land.

b. All notices given under this Easement shall be in writing and shall be deemed to have been duly given if sent by United States certified registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at the following addresses:

If to Grantor at: Shaun Thomas Vickers: 5801 N 21st Lincoln, NE 68521

If to Grantee at: George Brajkovic, City Manager 526 E 4th St Tonganoxie, KS 66086

or to such other address as either party may give by notice to the other party.

11. MISCELLANEOUS CLAUSES.

a. The terms and conditions hereof shall be binding upon and shall enure to the benefit of the parties hereto, their successors and assigns, and be covenants running with the land affected by the Easement.

b. This Agreement may be executed in counterparts with signatures appearing on separate pages which shall have the same effect as if all signatures appeared on the same page.

ACKNOWLEDGMENT

State of Kansas)
) SS:
County of Leavenworth)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, a Notary Public in and for said State, came George Brajkovic, in his capacity as City Manager of Tonganoxie, Kansas, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same for and on behalf of, and as the act of said municipality.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires: _____



Office of the City Manager
AGENDA STATEMENT

DATE: April 15, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Tweedy, Administrative Assistant
SUBJECT: Lease Agreement with Janet Falk on behalf of Tongie Tidal Waves

DISCUSSION:

Janet Falk has submitted a request to City staff to utilize the Tonganoxie Water Park for team practices and meets held by the Tongie Tidal Waves, the local community swim team. For the past 10 years the group has rented the Water Park during the summer season, which runs from the end of May through the beginning of July. The nature of the rental is a series of scheduled private events at the Water Park that are closed to the public.

Attached for the City Council's consideration is a lease agreement, which defines the terms of private use, including; schedule, payments, insurance requirements, and pool rules. This year's agreement contains identical terms as the lease agreed to for each of the previous three years.

Practices are anticipated to occur early Monday through Thursday mornings prior to public hours, with three home meets scheduled. Total estimated rental time of the Water Park is approximately 55 hours.

BUDGET IMPACT:

None. Revenues and expenditures for the Water Park are budgeted according to historical data and trends in usage. Historical data includes use identical to this lease agreement.

ACTION NEEDED:

Make a motion to approve the lease agreement with Tongie Tidal Waves for the 2019 season.

ATTACHMENTS:

2019 Lease Agreement with Tongie Tidal Waves

cc: George Brajkovic, City Manager
Darren Shupe, Pool Manager

Janet Falk 913-369-5208

June 2019

Tongie Tidal Waves Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		28 1st practice 8:00 - 10:00 2 hrs.	29 Practice 8:00 - 10:00 2 hrs.	30 Practice 8:00 - 10:00 2 hrs.	31 Practice 8:00 - 10:00 2 hrs.	1 \$80.-
2 Stroke clinic @ 4:00 p.m. @ Lansing Aquatic Center - LHS	3 Practice 8:00 - 10:00 2 hrs.	4 2 hrs. Practice 8:00 - 10:00 Team Pictures everyone there @ 8:00	5 2 hrs. Practice 8:00 - 10:00 Rain date - Team Pictures @ 8:00	6 Practice 8:00 - 10:00 2 hrs.	7 Swim Meet 6:45 a.m. @ Leavenworth	8 \$80.-
9	10 Practice 8:00 - 10:00 2 hrs.	11 Practice 8:00 - 10:00 2 hrs.	12 Practice 8:00 - 10:00 2 hrs.	13 Practice 8:00 - 10:00 2 hrs.	14 5x30.- Swim Meet 6:45 a.m. @ Tongie verses Lansing	15 \$230.-
16	17 Practice 7:00 - 9:00 2 hrs.	18 Practice 7:00 - 9:00 2 hrs.	19 Practice 7:00 - 9:00 2 hrs.	20 Practice 7:00 - 9:00 2 hrs.	21 5x30.- Swim Meet 6:45 a.m. @ Tongie Verses Lakes	22 \$230.-
23	24 Practice 7:00 - 9:00 2 hrs.	25 Practice 7:00 - 9:00 2 hrs.	26 Practice 7:00 - 9:00 2 hrs.	27 Practice 7:00 - 9:00 2 hrs.	28 5x30.- Swim Meet 6:45 a.m. @ Tongie Verses Eudora	29 \$230.-
30	1 No Practice					
End of the Season Awards Night & Family Swim Party - July 2nd @ 6:30 p.m. @ VFW Park						

total = \$850.-

FACILITY USE LEASE

THIS LEASE is made this 15th day of April, 2019 (Effective Date), between the City of Tonganoxie (City), a constitutionally chartered municipal corporation in the state of Kansas, and Janet Falk (Lessee), whereby Lessee shall lease the Tonganoxie Water Park (Premises) under the terms and conditions contained in this Lease.

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

PART I SPECIAL TERMS AND CONDITIONS

Sec. 1 Leased Space

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

Sec. 2 Lease Schedule

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

Sec. 3 Payment

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

Sec. 4 Cancellation

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

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

Sec. 5 Notices

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

To City:

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

To Lessee:

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

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

Sec. 5 Merger

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

Sec. 6 Conflict between Lease Parts

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

Sec. 7 Term of Lease

This Lease shall begin on the Effective Date and shall terminate at the end of the day July 31, 2019. The term of this Lease may be extended by mutual, written consent of the City and Lessee for a time not to exceed the 2019 season.

Sec. 8 Responsibilities of City

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

Sec. 9 Attorney Services Certification

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

**PART II
STANDARD TERMS AND CONDITIONS**

Sec. 1. Indemnification: Definitions

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

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

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

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

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

Sec. 2. Independent Agency.

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

Sec. 3. Insurance.

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

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

- a. Severability of Interests Coverage applying to Additional Insureds

- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000
 - c. No Contractual Liability Limitation Endorsement
 - d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.
2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

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

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

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

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

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

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

Sec. 4. Governing Law.

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

Sec. 5. Compliance with Laws.

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

Sec. 6. Default and Remedies.

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

Sec. 7. Waiver.

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

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

Sec. 8. Modification.

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

Sec. 9. Headings; Construction of Lease.

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

Sec. 10. Severability of Provisions.

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

Sec. 11. Audit.

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

Sec. 12. Assignability or Subcontracting

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

Sec. 13. Conflicts of Interest.

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

THIS LEASE CONTAINS INDEMNIFICATION PROVISIONS

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

Lessee

I hereby certify that I have authority to execute this document

By: _____

Printed: _____

Title: _____

City of Tonganoxie, Kansas

a constitutionally chartered municipal corporation

By: _____

Darren Shupe

Title: Water Park Manager

Addendum A

Sect. 1 Usage Schedule

Lessee is the organizer and responsible party for a private community swim team for children, Tongie Tidal Waves. The Lessee will use the Premises up to 55 hours according to the following year 2019 schedule:

- 2019 Proposed Schedule: (\$10.00 per practice hour and \$30.00 per swim meet hour)

Janet Falk 913-369-5208

Tongie Tidal Waves Schedule

June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		28 1st practice 8:00 - 10:00 <i>2 hrs.</i>	29 Practice 8:00 - 10:00 <i>2 hrs.</i>	30 Practice 8:00 - 10:00 <i>2 hrs.</i>	31 Practice 8:00 - 10:00 <i>2 hrs.</i>	1 <i>= \$80.-</i>
2 Stroke clinic @ 4:00 p.m. @ Lansing Aquatic Center - LHS	3 Practice 8:00 - 10:00 <i>2 hrs.</i>	4 <i>2 hrs.</i> Practice 8:00 - 10:00 Team Pictures everyone there @ 8:00	5 <i>2 hrs.</i> Practice 8:00 - 10:00 Rain date - Team Pictures @ 8:00	6 Practice 8:00 - 10:00 <i>2 hrs.</i>	7 Swim Meet 6:45 a.m. @ Leavenworth	8 <i>= \$80.-</i>
9	10 Practice 8:00 - 10:00 <i>2 hrs.</i>	11 Practice 8:00 - 10:00 <i>2 hrs.</i>	12 Practice 8:00 - 10:00 <i>2 hrs.</i>	13 Practice 8:00 - 10:00 <i>2 hrs.</i>	14 <i>5 x \$30.-</i> Swim Meet 6:45 a.m. @ Tongie verses Lansing	15 <i>= \$230.-</i>
16	17 Practice 7:00 - 9:00 <i>2 hrs.</i>	18 Practice 7:00 - 9:00 <i>2 hrs.</i>	19 Practice 7:00 - 9:00 <i>2 hrs.</i>	20 Practice 7:00 - 9:00 <i>2 hrs.</i>	21 <i>5 x \$30.-</i> Swim Meet 6:45 a.m. @ Tongie Verses Lakes	22 <i>= \$230.-</i>
23	24 Practice 7:00 - 9:00 <i>2 hrs.</i>	25 Practice 7:00 - 9:00 <i>2 hrs.</i>	26 Practice 7:00 - 9:00 <i>2 hrs.</i>	27 Practice 7:00 - 9:00 <i>2 hrs.</i>	28 <i>5 x \$30.-</i> Swim Meet 6:45 a.m. @ Tongie Verses Eudora	29 <i>= \$230.-</i>
30	1 No Practice	End of the Season Awards Night & Family Swim Party - July 2nd @ 6:30 p.m. @ VFW Park				

total = \$850.-

Total 2019 Fees = \$850.00

Sect. 2 Fee Rate

The fee for reserving the Premises will be \$10 per hour for swim practice and \$30 per hour for swim meets for a total fee of \$850. Lessee is not required to pay standard rental rates or for the costs of City staff time during the scheduled times as described in Section 1 herein.

Sect. 3 Payment Schedule

One half of the total fee due, or \$425, shall be paid to the City, in a form acceptable to the City, no later than the close of business May 26, 2019. The balance shall be paid no later than July 31, 2019. The City will send the payment invoice pursuant to Part 1, Section 5 of this Lease herein.

Sect. 4 Rain Provision

If the City Manager or Pool Manager determines that inclement weather or an act of God would unduly hinder or pose unreasonable risk to holding the Event or part of the Event, the City will reduce the total amount of rent due by Lessee in applicable hourly increments for such determined time. However, if the Lessee schedules, with City approval, an alternate day and time in lieu of the missed time, the Lessee will not be entitled to reduced rent.

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

Sect. 5 Water Park Rules

A. The following are **prohibited on the Premises**:

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

B. The following are **required on the Premises**:

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



CITY OF TONGANOXIE

Special Event Permit Application

APPROVED _____	DENIED _____
Date: _____	
Police Chief: _____	
Fire Chief: _____	
Permit # _____	Fee _____

APPLICATION DEADLINE IS AT **LEAST 20** CALENDAR DAYS PRIOR TO THE EVENT

NUMBER OF DAYS TILL EVENT BEGINS (Do not count today or the first day of the event?) _____

EVENT GENERAL INFORMATION

Name of Event: Movies in the Park

Start date of Event: Friday, May 17, 2019

End date of Event: Friday, May 17, 2019

Event Hours: 7:00 pm - 11:00 pm

Type of Event: Commercial Application Fees: No booths or tents \$50.00
 Private With booths and/or tents \$250.00
 Non-Profit Exempt from fees With City services one day \$250.00
 With City services two days \$500.00
 With City services three days or more \$1,000.00

Will this event be open to the general public? Yes No
If 'No', who will be invited? _____

Description of Event: Movie in the park hosted by TBA, movie to be voted on by community through facebook. Services provided by Critterumpicusa. No food or alcohol served.
 Location(s) of Event (Include addresses): Gallagher Park @ 3rd and Main

Parades: Additional Requirements: Attach Diagram of Route
 Estimate # of People Walking: _____ # of Motor Vehicles: _____
 Estimate # of Floats: _____ # of Bands: _____
 Estimate # of Horses: _____ Other Special Activities: (describe) _____

CITY SERVICES REQUESTED

Police Escort Yes No Number of Officers/Cars requested _____
 Police Security Yes No Number of Officers requested _____
 Police Traffic Control Yes No Number of Officers requested _____
 Fire Department Standby: Yes No
 Fire Department Burn Permit Yes No How many? _____
 Public Works Street Barricades: Yes No (Burn permits are available at the Fire Station)

Street closures requested

Names of Streets or Intersections	Dates	Times

Other City Services Requested: Electrical provided to staging area
 (List types requested, when and where) _____

Buildings to be used in conjunction with the event (list addresses) _____

Anticipated Attendance Event Total 150 Per day _____ Per Week _____

Will food be offered for sale?

Yes

No

If 'Yes', see Zoning, Section 33, Division 2 for mobile vendor placement limitations.

Estimate the number of food vendors under this permit.

(All other vendors will be required to obtain separate permits)

Location of vendors/booths/stalls/tents

None

Will public advertising be used?

SIGNAGE

Yes No

What type of public advertising?

Street banner

Sandwich Signs

Other

Facebook and TBA Website

Where will these signs be displayed?

None

When will the signs be displayed?

(Beginning and ending date)

na

The name and phone number of the person responsible for removal of the signs

Name: _____

Number: _____

Attach sample sign copy to this application for approval. Include sign materials, dimensions, lighting, and attachment details as appropriate.

TEMPORARY FACILITIES

Number and location of any temporary toilets

Number and location of any temporary water facilities

CONTACT INFORMATION

Primary Event Contact Name Monica Gee

Address 17685 214th ST

Primary Phone 913-416-0255 Secondary Phone _____

Secondary Event Contact Name Tammie McCutchen

Address 825 - E 4th ST

Primary Phone 913-915-9564 Secondary Phone 913 215-2620

I certify by my signature that the city is indemnified for this event and that public property will be protected and/or cleaned and restored to its condition prior to the Special Event. I further agree that the standards set forth in the ordinance, as provided to me, have or will be satisfied upon the completion of this event.

Monica Gee

Signature of Applicant

4-11-2019

Date

Required materials needed to file this application:

- Application and fee (as applicable)
- A site plan depicting the location of event, identified buildings that will be used, proposed parking areas, outdoor display areas, signs, temporary toilets, temporary water supplies streets, and property lines, or other information that may be required by City Administration.
- Proof of Liability Insurance, if required by the City Manager or designee.
- Any other information as required by the City Manager or designee that is necessary to evaluate this application.
- If on private property, a fully signed and notarized Affidavit permission from the property owner(s).



April 11, 2019

Dear Council,

Tonganoxie Business Association is interested in providing the community with Movies in the Park. We are proposing to feature this in Gallagher Park at 301 S. Main St with no admission fees. Our goal is to have a movie shown monthly, May-August beginning at dusk. We will encourage lawn chairs, blankets, snacks and soft drinks to be brought by individuals.

We will be using Criterionpicsusa for the public showing copyright release purposes. At this time we see no impact on public service budgets. We will provide trash receptacle and clean up.

Our proposed dates for the movies are May 17th, June 21st , July 19th and August 9th at dusk.

Thank you

Monica Gee

President

Tonganoxie Business Association



Office of the City Manager
AGENDA STATEMENT

DATE: April 15, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: John Zimbelman, Fire Chief
SUBJECT: Consider Approval for Purchase of Personal Protective Equipment (PPE) for Fire Department Personnel

DISCUSSION:

The City budgeted \$10,000 in the Fire Department Equipment Fund in 2019 for the purchase of personnel protective equipment (PPE) for fire suppression personnel. This plan is part of the ongoing process to keep the department on pace to replace critical gear on a cyclic basis, which allows gear replacement within guidelines set-forth by the National Fire Protection Association and manufacturers of personal protective gear.

The Fire Department obtained bids for this equipment and recommends the use of a piggyback contract available through the Topeka Fire Department. This contract will allow us to package 6 full sets of PPE gear, including a set of Level III gear with each full set. Level III gear is comprised of lighter material that can be worn for everything except structural firefighting, thus lessening the degree of wear and tear on our structural gear.

Through an aggressive push to find grant funds staff were able to secure grant funding from the Kansas State Fire Marshal's Office in the amount of \$6,588 this year. Combining grant funds with budgeted funds will allow the Department to purchase 6 sets of gear at a total cost of \$9,781.

BUDGET IMPACT:

None. This purchase was planned in the 2019 Budget in the Fire Equipment Fund and there is a sufficient reserve of funds currently available.

ACTION NEEDED:

Make a motion to authorize the Fire Chief to purchase 6 sets of gear through 1st Due Emergency Response Solutions in an amount not to exceed \$9,781.

ATTACHMENTS:

City of Topeka Contract

cc: George Brajkovic, City Manager

CONTRACT NO. 47644

This agreement is entered into this 4th day of April 2019 by and between the City of Topeka, Kansas, a municipal corporation, hereinafter referred to as the City and **1st Due Emergency Response Solutions**, hereinafter referred to as the Contractor.

WITNESSETH:

Whereas, on the 30th day of July 2018, the City did solicit proposals for **Fire Turnout Bunker Gear** for the **Fire Department** of the City of Topeka, and Whereas, **Bid Event #1752** is attached hereto as Attachment A and, after due consideration of said proposals, the City did accept the proposal of the Contractor, which proposal is attached hereto as Attachment B and incorporated by reference as if fully set forth herein.

1. PRICE

The Contractor shall perform all work in accordance with the terms, conditions, and specifications as contained in the proposal and solicitation. The agreed price under this Contract is shown on Attachment B. The City will pay the contractor the contract price upon delivery, acceptance, presentation of invoice and compliance with procedures of the Department of Financial Services.

2. TERM OF AGREEMENT

This agreement shall become effective upon the date of signatures by both parties and shall remain in effect through November 30, 2019, or until canceled by either party with thirty (30) days written notice. The agreement may be renewed for four (4) additional one (1) year terms by written agreement of the parties.

3. TIME OF ESSENCE

It is agreed by and between the parties that time and punctuality are essential elements of this contract and that the parties will perform the obligations assumed by them as and when provided by the terms of the proposal.

4. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

5. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the City Manager, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year; to take possession of any equipment provided City under the contract. City will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to Contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Contractor.

6. DISCLAIMER OF LIABILITY

Neither the City of Topeka nor any departments or divisions thereof shall hold harmless or indemnify any Contractor.

7. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The Contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

8. ACCEPTANCE OF CONTRACT
This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.
9. ARBITRATION, DAMAGES, WARRANTIES
Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the City of Topeka shall not agree to pay attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. REPRESENTATIVE AUTHORITY TO CONTRACT
By signing this contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
11. RESPONSIBILITY FOR TAXES
The City of Topeka shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes, which may be imposed or levied upon the subject matter of this contract.
12. INSURANCE
The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 2-476 et seq.), the Vendor or Lessor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.
13. EXECUTION IN COUNTERPARTS
This Agreement may be signed by faxed or electronic signature, which will be deemed to be an original signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.



CITY OF TOPEKA, KANSAS

Brent Trout
Brent Trout, City Manager

ATTEST:

Brenda Younger
Brenda Younger, City Clerk

1ST DUE EMERGENCY RESPONSE SOLUTIONS

[Signature]
Authorized Agent

APPROVED AS TO FORM AND LEGALITY
DATE 3/29/19 BY CAW



THE CITY OF
TOPEKA

A CAPITAL CITY GOVERNMENT. WORKING FOR YOU

Event # 1752-0

Name: Bunker Gear

Reference: Bunker Gear

Description: Firefighting Bunker Gear

Buyer: Robin Roeckers

Status: Closed

Event Type: FORMAL

Currency: USD

Category: APPAREL

Sub Category: PERSONAL PROTECTIVE
ENSEMBLES (PPE)

Sealed Bid: Yes

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 0

Event Dates

Preview:

Q & A Open: 07/24/2018 03:35:00 PM

Open: 07/24/2018 03:30:00 PM

Q & A Close: 08/07/2018 05:00:00 PM

Close: 08/14/2018 02:00:00 PM

Dispute Close:

Questions

Question	Response Type
Do you have a completed W9 form for your organization? All vendors must have a current W9 for a bid award to be finalized.	Yes No
If your company were awarded this bid how many days would there be between receiving the order and delivery of the gear?	Text
Have you made a list of exceptions to these specifications and attached it to the event?	Text
What are the make and model of the gear?	Text

Terms And Conditions

[Empty rectangular box]

General

Disclaimer

Disclaimer. The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

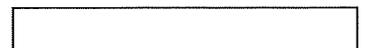
Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

Standard Terms and Conditions

Formal Bid General Terms and Conditions

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
CITY OF TOPEKA, KANSAS
General Conditions

1. Purpose of Specifications: The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and workmanship in accordance with the specifications. Unless otherwise specified, all materials and equipment offered by a bidder shall be new, unused, and of recent manufacture and suitable for their intended purpose. This invitation to bid consists of the following documents:
 - A. Notice of Invitation for Bids
 - B. General Conditions and instructions to Bidders
2. FOB Destination: Unless otherwise specified, all bids will be FOB Destination and all freight or transportation charges shall be included in the total price.
3. Tax: Unless otherwise specified, the City of Topeka is exempt from Federal Excise Tax, State Sales Tax or Transportation Tax.
4. Bid Guaranties: Bid Guaranties shall be required, in the prescribed amounts, only when clearly outlined in the Detailed Specifications. The bid guarantee may be in the form of a surety bond, cashier's check, certified check or certificate of deposit made payable to the City of Topeka. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract. In circumstances where no bid guaranty is required, the City may bar, for a period of up to one year, any bidder that fails or refuses to execute the contract.
5. Performance Bond: The bidder shall provide a performance bond when specified by the terms of the Detailed Specifications.
6. Insurance: The Contractor shall purchase and maintain such insurance as will protect the Contractor and the City of Topeka against any and all claims and demands arising from the execution of this contract. When stated in the Detailed Specifications, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
7. Inspection and Acceptance: Inspection and acceptance will be at destination unless otherwise specified, and will be made by a duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the city.
8. Discounts: Prompt payment discounts offered for early payment will not be considered in evaluating bids for awards unless



Event # 1752-0: Bunker Gear

otherwise specified in the Detailed Specifications. However, offered discounts will be taken if payment is made within the prescribed period.

9. Cash Basis and Budget Laws: All contracts entered into by the City of Topeka are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the specifications binds the City only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the City's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and the City reserves the right to cancel any contract until the first date of the subsequent fiscal year.

10. Hazardous Communication Act: Vendors are advised that the City of Topeka requires proper labeling and Material Safety Data Sheets (MSDS) on all products covered by the Hazard Communication Act 29CFR 1910.1200. It is the vendor's responsibility to determine which products are covered by the act and to provide MSDS with the initial shipment. It is also the vendor's responsibility to provide any updates or revisions of MSDS, as they may become available for any products sold and delivered to the City of Topeka.

Instructions to Bidders

1. Preparation of Bids:

A. Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions.

Failure to do so is at bidder's risk.

B. Bidders shall furnish information required by the solicitation in the form requested. The City reserves the right to reject bids with incomplete information or which are presented on a different form.

C. Bid prices shall be entered in spaces provided on the electronic bidding form. In cases of errors in extensions or totals, the unit price will govern.

D. Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.

2. Submission of Bids:

A. Bids, and modifications thereof, shall be on the electronic bidding form through the City's online bidding portal.

B. Bids may be modified or withdrawn through the City's online bidding portal at any time prior to the stated date and closing time.

C. All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3. Alternate Bids: Alternate bids may be submitted, if deemed advantageous to the City, evaluated, and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids. Alternate bids may be made in addition to responding to the terms and conditions of the solicitation or as the only response to the solicitation, if provided for through the City's online bidding portal.

4. Equivalent Bids: Whenever a trade name, brand name, or model and catalog numbers followed by the words "or equivalent" or "approved equal" are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style and features. Bids on equivalent item of substantially the same quality, style and features are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany such equivalent bids. The City will be the sole judge of equality and suitability. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state "or equal."

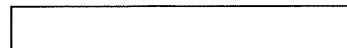
5. Award: Bids will be analyzed and the award made to the lowest responsive and responsible bidder whose bid conforms to the solicitation. The City reserves the right to accept or reject any and all bids and all or part of a bid and to waive informalities, technical defects and minor irregularities in the bids received. The City will consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such. The City may accept any item or group of items of any bid unless otherwise stated in the bid invitation or unless the bidder qualified the bid by specific limitations.

6. Notice of Award: The City of Topeka shall issue a purchase order, contract or both as its notification of award to successful bidders.

7. Precedence: In the event the General Conditions contradict the Detailed Specifications, the Detailed Specifications shall take precedence.

These specifications were written with the intent of permitting competitive bidding. The City of Topeka reserves the right to waive minor deviations in the specifications which inadvertently restrict bidding to a single manufacturer (or vendor) or when such deviations do not alter nor deter the City from accomplishing the intended use or function.

However, it shall be the bidder's responsibility to advise the City of Topeka of any specifications, language, other requirements or any combinations thereof, which restricts or limits bidding. Such notification must be submitted in writing and must be received by the Contracts and Procurement Division no later than five (5) days prior to the bid closing. Each bid shall include descriptive literature and specifications on the product bid. However, the providing of this material shall not be considered a substitute for listing deviations.



Attachments

Attachment

Event 1752 Fire Bunker Gear.docx

Commodity Codes

Commodity Code	Description
340-34	Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)

Line Details

Line 1: Bunker Coat - est qty per year

Description: Bunker coats for firefighters

Item: BUNKER COAT Bunker Coat - est qty per year

Commodity Code: 340-34 Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)

Quantity: 50.000 **UOM:** EA

Requested Delivery Date: 12/31/2018

Require Response: No

Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 1 Distributions

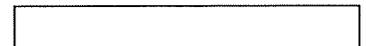
Event Company	Dist Company	Acct Unit	Account	Percent
1	1	1012017199	54602	100.000%

Line 2: Bunker Pant - est qty per year

Description: Bunker pants for firefighters

Item: BUNKER PANTS Bunker Pant - est qty per year

Commodity Code: 340-34 Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)



Event # 1752-0: Bunker Gear

Code:

Quantity: 50.000

UOM: EA

Requested Delivery Date: 12/31/2018

Require Response: No

Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 2 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	1012017199	54602	100.000%

Line 3: Wildland Firefight Gear - Opt

Description: Bunker gear for firefighters

Item: OPTIONAL - WILDLAND GEAR Wildland Firefight Gear - Opt

Commodity Code: 340-34 Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)

Quantity: 50.000

UOM: EA

Requested Delivery Date: 12/31/2018

Require Response: No

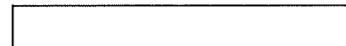
Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No

Line 3 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	1012017199	54602	100.000%





THE CITY OF
TOPEKA

A CAPITAL CITY GOVERNMENT. WORKING FOR YOU

Response For Supplier: 1st Due Emergency Response Sol

Event # : 1752-0
Name: Bunker Gear
Reference: Bunker Gear
Description: Firefighting Bunker Gear

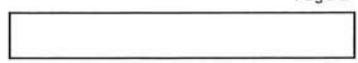
Preview Date:	Q & A Open Date: 07/24/2018 03:35:00 PM
Open Date: 07/24/2018 03:30:00 PM	Q & A Close Date: 08/07/2018 05:00:00 PM
Close Date: 08/14/2018 02:00:00 PM	Dispute Close Date:

Responded To: 3 Out of 3 Lines
Total Bid Amount: 100,997.50 USD

Question Responses

Question	Answer	Attachment
Do you have a completed W9 form for your organization? All vendors must have a current W9 for a bid award to be finalized.	Yes	1st Due W9 rev 11-17.pdf
If your company were awarded this bid how many days would there be between receiving the order and delivery of the gear?	8.1 Normal Delivery 45-60 days after completion of sizing. 8.2 Replacement gear 21 days or less. 8.3 Recruit gear 42 days or less, Average 30 days.	
Have you made a list of exceptions to these specifications and attached it to the event?	100% Compliant to specification, NO exceptions.	Event 1752 PPE Compliance Pg2.pdf
What are the make and model of the gear?	-Firedex FX-R Custom Bunker Coat -Firedex FX-R Custom Bunker Pant -Firedex Chieftain Wildland Gear	

Response Attachments



Event # 1752-0: Bunker Gear

Attachment

Event 1752 PPE Compliance Pg1.pdf

Event 1752 PPE Compliance Pg2.pdf

1st Due Pricing Statement Event 1752.docx

Event 1752 Alternate Wildland Bid.docx

Line Responses

Line 1: Bunker Coat - est qty per year

Description: Bunker coats for firefighters

Item: BUNKER COAT Bunker Coat - est qty per year

Commodity Code: 340-34 Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)

Quantity: 50.000

UOM: EA

Requested Delivery Date: 12/31/2018

Bid Quantity: 50.0000

Unit Price: 1,023.00000

Extended Price: 51,150.00

No Charge: No

No Bid: No

Delivery Date: 09/28/2018

Vendor Item: FIREDEX FX-R CUSTOM COAT Topeka Spec Coat Kombat Flex

Comments: 100% Compliant to spec, NO exceptions.

8.1 Normal Delivery 45-60 days after completion of sizing.

8.2 Replacement gear 21 days or less.

8.3 Recruit gear 42 days or less, Average 30 days.

Annual Price increase a max of 4% at contract anniversary

Line 2: Bunker Pant - est qty per year

Description: Bunker pants for firefighters

Item: BUNKER PANTS Bunker Pant - est qty per year

Commodity Code: 340-34 Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)

Quantity: 50.000

UOM: EA

Requested Delivery Date: 12/31/2018

Bid Quantity: 50.0000

Unit Price: 752.00000

Extended Price: 37,600.00

No Charge: No

No Bid: No

Delivery Date: 10/12/2018

Vendor Item: FIREDEX FX-R CUSTOM PANT Topeka Spec Pant Kombat Flex



Event # 1752-0: Bunker Gear

Comments: 100% Compliant to spec, NO exceptions.
8.1 Normal Delivery 45-60 days after completion of sizing.
8.2 Replacement gear 21 days or less.
8.3 Recruit gear 42 days or less, Average 30 days.
Annual Price increase a max of 4% at contract anniversary

Line 3: Wildland Firefight Gear - Opt

Description: Bunker gear for firefighters

Item: OPTIONAL - WILDLAND GEAR Wildland Firefight Gear - Opt

Commodity Code: 340-34 Fire Protection Clothing (Turnout Coats, Bunker Pants, Hoods)

Quantity: 50.000

UOM: EA

Requested Delivery Date: 12/31/2018

Bid Quantity: 50.0000

Unit Price: 244.95000

Extended Price: 12,247.50

No Charge: No

No Bid: No

Delivery Date: 10/12/2018

Vendor Item: CHIEFTAIN WILDLAND GEAR Wildland Coat & Pant, Indura

Comments: NFPA 1977 Compliant
Indura Shell with reflective triple trim
Cargo Pockets, Radio Pocket
Accessory loops, throat tab, adj cuffs
zipper & velcro closure
FS1J059 Coat
FS1P059P0B Pant



PPE Comply or Exception Form

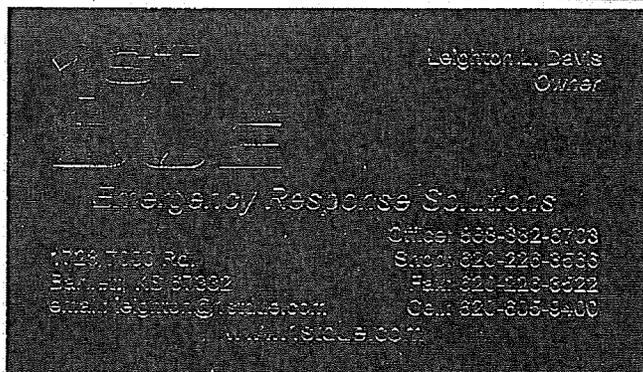
EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

	Comply	Exception
1.0 General Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.0 Structural Fire Fighting Coat Specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1 Coat Construction.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2 Standard Thermal Reinforcement.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.3 Sleeves and Underarm Gussets.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.4 Inner Sleeve.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.5 Collar Construction.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.6 Outer Shell / Liner Assembly Attachment.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.7 Drag Rescue Device.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.8 Coat Trim.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.9 Coat Cargo Pockets.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.10 Coat Hanging Letter Patch/Tail.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.11 Coat Reinforcement Cuff.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.12 Coat Reinforcement.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.13 Liner Attachment Tabs at Cuff.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.14 Glove Strap.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.15 Flashlight Holder with Clip.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.16 Coat Miscellaneous.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.0 Structural Fire Fighting Pant Specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.1 Pant Construction.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.2 Waistband.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.3 Standard Knee Enhancements.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.4 Pant Trim.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.5 Pant Pockets.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.6 Pant Pocket Bellow Reinforcements.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.7 Removable Tool Pouches.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.8 Exterior Pant Knee reinforcements.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9 Pant Reinforcements Cuff.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 3.10 Pant Cuff.....
- 3.11 Liner Attachment Tabs at Cuff.....
- 3.12 Take Up Strap.....
- 3.13. Pant Suspender.....
- 4.0 Ensemble Sizing**.....
- 4.1 Coat Sizing.....
- 4.2 Pant Sizing.....
- 5.0 Moisture Barrier / Thermal Liner**.....
- 5.1 Construction.....
- 5.2 Outer Shell.....
- 5.3 Thermal Liner.....
- 5.4 Moisture Barrier.....
- 6.0 OPTIONS TO BIDS**.....
- 7.0 CONTRACT AWARD**.....
- 8.0 DELIVERY TERMS**.....

Exceptions	<p>PLEASE READ THIS CAREFULLY:</p> <p>BIDDERS MUST ENUMERATE ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS BY ATTACHING THEM ELECTRONICALLY TO THIS BID EVENT. NOT DOING SO MAY RESULT IN THE REJECTION OF THE VENDOR'S BID.</p> <p>ANY ALTERNATE OR EQUIVALENT BID SHALL INCLUDE SPECIFIC LITERATURE WITH ILLUSTRATIONS, SPECIFICATIONS AND DIMENSIONS DESCRIBING EVERY ASPECT OF THE ALTERNATE PRODUCT.</p>
*Questions	<p>All questions concerning the requirements set forth herein shall be electronically entered on the Event section pertaining to questions prior to the closing of the question and answer period if one has been established.</p> <p>No other form of questions shall be answered or accepted.</p>



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1ST DUE

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Emergency Response Solutions LLC

"From Firefighting to The Firefight - We've Got you Covered"

PRICING STATEMENT

1st Due and FireDex have teamed up to present the City of Topeka a guaranteed, stabilized pricing structure through the end of 2023.

The percentages increases shown in future contract years are at the maximum of 4% per contract year.

Increases will be based on material and component increases passed along to FireDex by their suppliers. It is possible that the annual contract price increase may **not** reach the maximum percentage. If a contract percentage increase is taken, 1st Due will provide documentation increase percentage not to exceed 4% at time of contract renewal.

Leighton L. Davis

Owner, Senior Managing Member



6.1

Alternate to Basic Wildland Firefighting Gear

- Dual Certified Garments for Rescue or Wildland, NFPA 1977/NFPA 1951
-
- Fire-Dex TECGEN-51 Level III Coat, Pants, Suspenders
- Quantity 50 each
- UOM: Each UOM Detail: Each Set Coat & Pant with Suspenders
- Unit Price \$375.00
- Extended Price \$18,750.00
- Delivery Date: October 12, 2018

- Comments:
NFPA 1977/1951 Certified TECGEN-51 Level 3
Coat with all options & lettering
Pants with all options including suspenders
Lightest, Most Thermal Resistant, Most Breathable
Optional Winter Coat Liner \$115.00 each

Leighton L. Davis

Owner, Senior Managing Member



Office of the City Manager
AGENDA STATEMENT

DATE: April 15, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Employee Health, Dental, and Vision Insurance Renewal Agreement for 2019-2020 Plan Year

DISCUSSION:
HEALTH

The City recently received our health insurance renewal rates from Blue Cross Blue Shield of Kansas for the 2019-2020 plan year, which runs from July 1, 2019 to June 30, 2020. The City's plan offerings and rate structure as a group with less than 50 full-time equivalents results in a plan design organized to charge premiums based on the age of each employee and their participating dependents. As such, the benefit provider does not set premium rates that are equal for every employee, which is common practice in larger organizations.

City staff conducted an analysis of the new rates and determined that it was possible to keep the rate payment calculation the same that it has been in the past. The City's current package currently offers four plans, and the package in the proposed renewal agreement continues to offer the same four plans with minor changes.

The employer-paid portion of the monthly premium is calculated as follows:

Table with 2 main sections: Option D High-Deductible Plan and Option C - \$1,500 Deductible Plan. Each section has columns for Plan Type and % of Premium Paid by City. Option D includes Employee Only (100%), Employee/Child (90%), Employee/Spouse (90%), and Family (85%). Option C includes Employee Only (95%), Employee/Child (85%), Employee/Spouse (85%), and Family (75%).

If an employee chooses to enroll in a plan with a lower deductible (and higher premium), such as Option 2 or 1, the City will pay the respective percentage of the Option 3 premium, and the employee will be responsible for covering the cost difference, or "buying up."

Based on this rate calculation and holding employee elections to be the same in open enrollment, the City could expect to pay an additional \$2,007 per year more than the current rate of charges, for a total increase of about 0.63%. The other major changes besides premiums are that the Deductible for Option B plans will increase by \$200/\$400 and Out-of-Pocket Maximums for Option B and C Plans will increase \$500/\$1000. These changes do not compromise the applicability of the plans for the needs of City employees, and the limited level of benefit coverage changes promises to simplify the open enrollment process and allow employees to choose the best plan for their respective needs.

While rates experienced a minor increase, the level of benefit coverage offered to employees under the four plan options remained largely the same. The rate increases experienced last year came in at close to 11.5%, which was near the industry average. Based on research with other organizations of various sizes, the City is fortunate to have avoided a rate increase of closer to 5%-10% this year. Additional information regarding plan changes is attached.

DENTAL

The City received dental insurance renewal rates from Delta Dental of Kansas for the 2019-2020 plan year, which spans from July 1, 2019 to June 30, 2020. The City's proposed plan offerings and rate structure changed very minimally for the upcoming plan year.

City staff analyzed the new rates and determined that it was financial feasible to keep the rate calculation the same that it has been in the past. The City currently offers two plan options based on whether the plan will cover only an employee, or the employee and their children and/or spouse. The package of plans in the proposed renewal agreement will continue to offer the same two plans with minor changes.

The employer-paid portion of the monthly premium is calculated as follows:

Plan Type	% of Premium Paid by City
Employee Only	90%
Family	80%

The rates received for the 2019/2020 plan year increased employee only monthly premiums by 0.86% and family monthly premiums by 0.72% (\$0.24 and \$0.70 / month, respectively). The change in premium is based on the grouped experience of all organizations of a similar size in the extensive Delta Dental of Kansas, Inc. system of client organizations. The recent history of rate increases received by the City of Tonganoxie from Delta Dental of Kansas, Inc. since participation commenced in 2014 is found below:

Plan Type	2014 Rate Change	2015 Rate Change	2016 Rate Change	2017 Rate Change	2018 Rate Change	2019 Rate Change
Employee Only	2.4%	0%	2.6%	0%	3%	0.9%
Family	1.8%	0%	2.2%	0%	2.9%	0.7%

Based on this rate calculation and depending on plan selection at open enrollment, the City can expect to pay an additional \$178.97 per year more than what we are currently paying, or an increase of about 0.7%. The other major change besides rates is the adjustment of the maximum age of dependents from 24 to 26, which is a net positive for employees. Additional information regarding plan coverage and is attached.

VISION

The City received Vision insurance renewal rates from VSP Vision Care for the 2019-2020 plan year, which spans from July 1, 2019 to June 30, 2020. The City's proposed plan offerings and rate structure changed very minimally for the upcoming plan year, with overall changes near 3%. Premiums vary between \$7.67 and \$19.94 per month and are paid entirely by the employee. Staff do not propose an adjustment to the provider for this benefit based on service history and the fact that rate changes in 2019 will be followed by a subsequent year with no rate increase.

Plan Type	% Paid by Employee	2018 Rate Change	2019 Rate Change	2020 Rate Change
Employee Only	100%	0%	2.95%	0%
Employee + One	100%	0%	2.96%	0%
Employee + Family	100%	0%	3%	0%

BUDGET IMPACT:

The City's contribution to employee insurance benefits costs is an important aspect of the City's General Fund budget and somewhat important aspect of the budget in the Utility Funds that fund a portion of related employees' personal services costs. The minimal impact of the increases in health and dental insurance effective July 1, 2019 means that the City's 2019 budget shouldn't experience cost overruns in personal services costs and that the first half of 2020 will include limited cost increases. Staff still anticipate proposing a conservative 2020 budget amount for employee insurance benefits in case costs for 2020 plan year renewals come in significantly higher than current rates.

ACTIONS NEEDED:

Make a motion to authorize execution of an agreement with Blue Cross Blue Shield of Kansas for employee health insurance coverage for plan year 2019-2020.

Make a motion to authorize an agreement with Delta Dental of Kansas for employee dental insurance coverage for plan year 2019-2020.

Make a motion to authorize an agreement with VSP Vision Care for employee vision insurance coverage for plan year 2019-2020.

ATTACHMENTS:

Health Insurance Plan Update – 2019/2020 Plan Year

Dental Insurance Plan Update – 2019/2020 Plan Year

Vision Insurance Plan Update – 2019/2020 Plan Year

cc: George Brajkovic, City Manager



	A	B	C	D
BlueCare Quad Option 2	BlueCare ClassicSG Choice 2 <i>Gold level</i>	BlueCare ClassicSG Choice 3 <i>Gold level</i>	BlueCare SignatureRxSG Choice <i>Silver level</i>	BlueCare Simple SilverSG Choice HDHP^s <i>Silver level</i>
Deductible	\$1,200 / \$2,400	\$1,500 / \$3,000	\$2,600 / \$5,200	\$4,000 / \$8,000
Coinsurance (% paid by member)	30%	30%	40%	0%
Annual out-of-pocket maximum	\$4,500 / \$9,000	\$4,500 / \$9,000	\$7,900 / \$15,800	\$4,000 / \$8,000
Home and office visits – Primary and Telemedicine	\$25	\$25	\$35 for 3 visits †	Deductible then \$0
Home and office visits – Specialists	\$50	\$50	\$70	Deductible then \$0
Emergency room	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Inpatient hospital services	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Preventive care	\$0 – Preventive is without cost share	\$0 – Preventive is without cost share	\$0 – Preventive is without cost share	\$0 – Preventive is without cost share
Immunizations	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Outpatient lab, radiology and advanced imaging	\$300 paid at 100% then subject to deductible/coinsurance	\$300 paid at 100% then subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Prescription drugs – retail	\$15 / \$50 / \$75 / \$150 / Specialty Non-formulary: 20% coinsurance not to exceed \$250	\$15 / \$50 / \$75 / \$150 / Specialty Non-formulary: 20% coinsurance not to exceed \$250	\$15 / \$50 / \$75 / \$150 / Specialty Non-formulary: 20% coinsurance not to exceed \$250	Deductible then \$0
Mail order drugs *	\$3750 / \$125 / \$18750 / \$375 3 month supply	\$3750 / \$125 / \$18750 / \$375 3 month supply	\$3750 / \$125 / \$18750 / \$375 3 month supply	Deductible then \$0
Pediatric dental (ages 0-19)	Cleanings and periodic evaluations covered at 100%, then subject to deductible/coinsurance	Cleanings and periodic evaluations covered at 100%, then subject to deductible/coinsurance	Cleanings and periodic evaluations covered at 100%, then subject to deductible/coinsurance	Cleanings and periodic evaluations covered at 100%, then subject to deductible
Pediatric vision (ages 0-19)	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Outpatient rehabilitation	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Outpatient habilitative	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Outpatient surgery	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0
Mental illness/substance use disorders - outpatient services	\$25	\$25	\$35	Deductible then \$0
Home social work visits	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Subject to deductible/coinsurance	Deductible then \$0

* Specialty drugs are not covered

^s HSA compliant

† Subject to deductible/coinsurance after copay





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What is Telemedicine?

Telemedicine is an **alternative to in-person visits**. It allows health care professionals to evaluate, diagnose and treat patients at a distance via secure video/audio connections.

With Blue Cross and Blue Shield of Kansas coverage, you can **visit live with a doctor** on your computer or mobile device when it's **convenient for you**.

Patient benefits:

- » Less time away from work
- » No travel expenses or time
- » Easier if you have a child or elder in your care
- » Privacy
- » No exposure to other potentially contagious patients

When can I use it?

Consult a doctor for common conditions like:

- » Cold/Flu
- » Fever
- » Rash
- » Sinus infection
- » Pink eye
- » Ear infection

Call our Amwell partners at **1-844-SEE-DOCS** to speak with a doctor. Details on the back for **more benefits** and how to **download the app**.



bcbsks.com/telemed

Teletherapy services

Behavioral health and counseling services, known as teletherapy, are offered by licensed therapists who provide treatment for:

- » Anxiety
- » Attention deficit hyperactivity disorder (ADHD)
- » Stress
- » Bereavement
- » Obsessive-compulsive disorder (OCD)
- » Panic attacks
- » Depression
- » Trauma/post-traumatic stress disorder

Therapists are available from 6 a.m. to 10 p.m. CST, 7 days a week. Call our Amwell partners at **1-844-SEE-DOCS** to speak with a therapist.

Can my family use Telemedicine?

If your spouse and/or children are covered under your BCBSKS plan, they are eligible for telemedicine services. Your spouse should create their own account, but children and dependents under age 18 can be added to your account and have doctor visits on your behalf. You need to register first, and then the child or dependent can be added to the account. Children or dependents over the age of 18 must create their own account.

Connect anytime, anywhere

- » Download the “Amwell” app on any mobile device.



- » On a computer? Sign-up at bcbsks.com/telemed. Fill in the contact information and set-up a username and password.
- » Choose your own doctor from a list of U.S. board-certified doctor and therapist profiles. All profiles include physician certifications, licenses and online patient ratings.
- » Available nationwide, 24/7/365
- » Prescriptions: If a medication is prescribed, all prescriptions can be picked up at your local pharmacy.
- » Easy payment: Pay for the visit with credit, debit or HSA/FSA cards.
- » A complete record of each visit is securely maintained and can be accessed by you.

How much does it cost?

The out-of-pocket cost will be your copay, just like when you visit the doctor in person.

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March 22, 2019

DAN PORTER
CITY OF TONGANOXIE
321 S DELAWARE
TONGANOXIE, KS 66086

RE: Renewal of Group Dental Contract
Group #52575-0

Dear Dan Porter:

Your contract with Delta Dental of Kansas will renew on **July 1, 2019**. It is our pleasure to serve you and your employees again and we are committed to our continued partnership.

Even though Delta Dental makes every effort to hold increasing dental costs to a minimum, your dental premium renewal rates for July 1, 2019 experienced an increase. Effective **July 1, 2019**, the premium for your dental coverage will be as follows:

	<u>Current Rates</u>	<u>New Rates</u>
Employee:	\$27.96	\$28.20
Family:	\$97.82	\$98.52

NOTE: Changing Dependent Age to 26.

Enclosed is a policy endorsement to indicate your acceptance of this renewal. If options are provided, please initial the box next to your preferred option, then sign and return the endorsement via fax to (913) 381-8312, or email to ddpkc@deltadentalks.com. **This endorsement must be returned by June 1, 2019 to ensure timely submission of your group's renewal.** Please attach a copy of the endorsement to your current contract for your records. *If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates noted above.*

We look forward to the continued opportunity to be of service to you and your employees. If you have any questions regarding your renewal or if you would like to see alternate plan design options, please feel free to contact your agent (if applicable) or your Account Executive below.

Jim Davis, Account Executive
913-327-3721; jdavis@deltadentalks.com

cc: BUKATY COMPANIES

**RENEWAL ADDENDUM No. 5
FOR GROUP #52575-0**

Attached to and forming a part of the Agreement To Provide Dental Care Benefits between **CITY OF TONGANOXIE** (plan #52575-0) and Delta Dental of Kansas, Inc.

It is agreed and understood that effective with the **July 1, 2019** renewal, Section I, Number 5 shall read:

RENEWING WITH BENEFITS & RATES BELOW:		
RATES:	Employee:	\$28.20
	Family:	\$98.52

NOTE: Changing Dependent Age to 26.

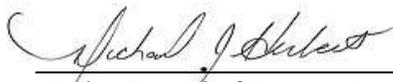
Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to (913) 381-8312 or by email to ddpkc@deltadentalks.com by **June 1, 2019**.

Printed Name

Date

Signature

Agent's Name



Delta Dental of Kansas, Inc.

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact: _____

Email: _____

WELLNESS CONNECTION – As the dental benefits experts, we're here to help educate your employees on the importance of good oral health. Visit the **Wellness Connection** on our website, www.deltadentalks.com, to download easy-to-use wellness materials.



February 28, 2019

DAN PORTER
CITY OF TONGANOXIE
321 S DELAWARE ST
TONGANOXIE, KS 66086-8929

DEAR DAN PORTER:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- Lowest employee out-of-pocket costs— employees' #1 priority in a vision plan.
- Exclusive Member Extras. offers you won't find anywhere else— only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- World class service— the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on July 1, 2019 and no action is required to continue to receive consumers' #1 choice in vision care.

Group Name/Number:	CITY OF TONGANOXIE / 30041114
Renewal Period:	July 1, 2019 - June 30, 2021
Current Plan Frequency:	12 / 12 / 24
Current Copay:	\$10 Exam / \$20 Materials
Current Allowance:	\$130.00 Retail Frame / \$130.00 Elective Contact Lenses
Current Rates:	\$7.45 / 10.80 / 19.36
Renewal Rates:	\$7.67 / 11.12 / 19.94

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Please let me know if you have any questions about your VSP plan or would like to see additional options to enhance your benefit or lower your premium. Please contact me at the number below and I can assist you.

Thank you,

Sara Bolchi (800) 216-6248

cc: MICHAEL BUKATY
BUKATY COMPANIES
4601 COLLEGE BLVD STE 100
LEAWOOD, KS 66211

Central Team

Library Project Budget Report - As of 2019-04-12

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
Subtotal Land Acquisition Liabilities	241,149	196,172	44,977
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
Subtotal Pre-Construction & Design Liabilities - JE Dunn	386,000	21,451	364,549
Design Build Construction Liabilities - JE Dunn	Budget	Actual Costs Incurred	Balance Remaining
Construct and Equip Library Facility (Design-Build Contract)	3,122,851.00	-	3,122,851.00
Subtotal Design Build Construction Liabilities - JE Dunn	3,122,851	-	3,122,851
Total Project Liabilities (not including issuance costs)	Budget 3,750,000	Actual Costs Incurred 217,623	Balance Remaining 3,532,377