



*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 June 3, 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) 2019 Citizen Survey Results Presentation
- b) Public Hearing – Opportunity for Resident Input in FY 2020 Budget Development
- c) Resolution 06-19-02: Approval of Contract with BG Consultants for CDBG Urgent Need Grant Engineering Services
- d) Resolution 06-19-04: Contract with BG Consultants for Biennial Bridge Inspections
- e) Resolution 06-19-05: Appointment of City Attorney
- f) Resolution 06-19-06: Approval of Contract with BG Consultants for WasteStream Management at Water Treatment Plant
- g) Consider Approval of Temporary CMB Permit for LCFA Rodeo and Bull Back
- h) Consider Approval of 2019 Firework Sales Permits (4)
- i) City Manager Agenda
 - 1. City Code Enforcement Review
 - 2. Urgent Needs Grant Update
 - 3. Library Project Update
 - 4. Tonganoxie Days 2019 Event Recap
 - 5. May 2019 Financial Report
- j) City Attorney Agenda

k) Mayor Pro Tem Agenda

l) City Council Agenda

m) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting Minutes
June 3, 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, Mr. Bennett, and Ms. Stevens. Fire Chief John Zimbelman, Planning Clerk Melanie Tweedy, and Assistant City Manager Dan Porter were also in attendance.

II. Approval of Minutes –Regular meeting dated May 20, 2019

- **Mr. Oroke made a motion to approve the minutes from the regular meeting dated May 20, 2019.**
- **Ms. Patterson seconded.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

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

IV. Open Agenda

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

- No members of the public wished to speak.

V. Old Business

VI. New Business

a) Review of Bid Package #2 Recommended Selections – New Library Project

- Emily Held, with JE Dunn, presented the bid package. She explained that bids came in under budget again. She reviewed the scopes included in the bid package, allowances included as part of the recommendation, and exclusions.
- Mr. Himpel asked what the project would include for termite protection.
- Ms. Held explained that termite protection would be included in the next bid package, but that it was a topic that the team was considering.
- Mr. Himpel asked about the placement of rebar in the concrete for the project and asked why it was not present in the sidewalks.
- Ms. Held explained that they are following the guidance of City building standards on rebar placement and that it is reinforcing some areas on the project.

- **Mr. Himpel made a motion to approve Bid Package #2 Recommended Selections – New Library Project.**
- **Ms. Oroke seconded.**
- **Vote of all ayes, motion carried.**
- Ms. Held noted that in the third and final bid package, there will be two alternative projects for the Council to consider funding with the project.

b) Resolution 06-19-01: Approval of Contract with Government Assistance Services for CDBG Urgent Need Grant – Grant Administration Services

- Mr. Porter introduced the resolution and explained that the grant would be used to repair the sanitary sewer aerial crossing encasement near the Tonganoxie Fire Department that has been damaged and is at risk of failure. He explained the process of applying for the grant and explained that if Council approved the contract with Western Consultants, the firm would assist in the grant application process.
- Maria Cuevas from Western Consultants was present to answer any questions from Council in regards to the project and application. She explained that the firm would work with staff to complete the application.
- **Ms. Patterson made a motion to approve the contract with Western Consultants, LLC for Grant Administration Services with the CDBG Urgent Need Grant.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried.**

c) Resolution 06-19-02: Approval of Contract Contingent upon Grant Award with BG Consultants for CDBG Urgent Need Grant – Engineering Services

- Mr. Porter informed the Council that the contract was not available for the meeting and this item would be moved to the June 17 Council meeting.
- Mayor Ward expressed interest in avoiding delays for the project.
- Mr. Porter explained that all possible haste was being taken for the project and that a plan was in place should there be a failure at the site. He commented that staff would spend the time before June 17 preparing all other aspects of the application.

d) Resolution 06-19-03: Approval of Contract with Infrastructure Solutions to Complete Landscaping and Monument Sign Improvements at the Tonganoxie Business Park

- Mr. Porter presented the draft contract and the RFP process that was completed. He explained that approval of the contract would allow additional landscaping and a monument sign to be completed at Tonganoxie Business Park.
- Jay Thieman with Infrastructure Solutions, LLC was present at the meeting to address the Council. He explained that their goal was to use native plants and design to accommodate low maintenance requirements.
- **Mr. Himpel made a motion to approve the Contract with Infrastructure Solutions to Complete Landscaping and Monument Sign Improvements at the Tonganoxie Business Park.**
- **Ms. Patterson seconded.**
- **Vote of all ayes, motion carried.**

e) Ordinance 1473: Acceptance of Utility Easement and Temporary Construction Easement from Warner H. Sorensen, Jr., and Judy Sorensen

- Mr. Porter presented the easement agreement.
- **Ms. Stevens made a motion to approve Ordinance 1473, approving the acceptance of the Utility Easement and Temporary Construction Easement from Warner H. Sorensen, Jr., and Judy Sorensen.**
- **Mr. Oroke seconded.**

o **Vote of all ayes, motion carried.**

f) City Attorney Agenda

1. Update on Potential Extension of Fireworks Sales

- Ms. Krstulic presented her findings on potentially extending the time period that fireworks can be sold within City limits. She stated that no action is needed at this time unless Council would like to change the time period, which would require an ordinance to amend the City Code.
- John Zimbelman, Tonganoxie Fire Chief, addressed the Council and shared potential concerns with extending the timeframe of firework sales. He stated that the main concern would be a potential increase in service calls and accidents.
- Mayor Ward commented that his own family pets dealt with anxiety due to fireworks noise.
- Shann Trieb, 813 E 6th Street, addressed the Council in support of extending the amount of time in which fireworks can be sold. He expressed that he does not think it will cause additional issues.
- Jamie Lawson, 1831 Finch Drive, addressed the Council in opposition to extending the sales period. He expressed that those with family members and pets who experience anxiety around fireworks have a difficult time with the current period of time sales and discharge of fireworks are permitted.
- The City Council chose to not proceed with any action at this time.

g) City Manager Agenda

1. Presentation of City Manager's Proposed 2020 Budget

- Mr. Porter presented the City Manager's Proposed 2020 Budget. He explained that this material will be the foundation the Council will use when developing the 2020 budget. He described the different aspects of the proposed budget, including the Utility Rate Analysis study.
- Ms. Stevens exited the meeting at 8:15.
- Mayor Ward commented that he liked the utility rate study analysis and thought the assessment of future needs showed good foresight. He commented that he hoped to see the Council move in the direction proposed by the report.
- Mr. Oroke shared that it will be important to demonstrate to the community that developers will bear part of the cost of adding funding to the utilities due to the adjustment proposed in the rate structure.
- Mr. Himpel commented that he appreciated the analysis and wanted to be sure staff summarized the impact of the 18% water revenue increase and 5% sewer revenue increase on residents, businesses, and developers.
- Ms. Patterson stated that she appreciates that we now have a roadmap, and that it was apparent from Mr. Brown's presentation that he took a thoughtful approach on the rate analysis.
- Mr. Bennett commented that it was the first time in a long time that he has observed a good approach being taken to addressing the future of the City's utilities.
- Ms. Patterson added that she wished to add the code enforcement issue that was discussed at previous Council meetings and hopes that the Council will consider potential solutions during the upcoming budget discussions.

2. April 2019 Financial Report

- Mr. Porter presented the April 2019 financial report.

3. Urgent Needs Grant Update

- No items.

4. Library Project Update

- No items.

h) Mayor Pro Tem Agenda

- No items.

i) City Council Agenda

- Mr. Oroke shared information about Tonganoxie Days, which will occur on June 8. He stated there is going to be a lot of activities and live music and encouraged the community to attend.
- Mr. Oroke commented that he felt the Police Department and Public Works Department could assist the City Code Enforcement Officer in identification of violations when working in different areas of the City.

j) Mayor Agenda

- Mayor Ward announced that for the first time since 2005 he would not be running for Mayor in the upcoming election. He thanked the community and Council for their support and service, and offered that it was his pleasure to serve the community as Mayor.

VII. Information & Communications (No Action Required)

VIII. Adjourn

- Ms. Patterson made a motion to adjourn the meeting.
- Mr. Oroke seconded.
- Vote of 4 ayes, motion carried (Ms. Stevens was absent). Meeting Adjourned at 8:45 PM.

Respectfully submitted,



Dan Porter, Assistant City Manager



My Check Report

City of Tonganoxie, KS

Date Range: 05/29/2019 - 06/13/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0630	TONGANOXIE LIBRARY BOARD	06/10/2019	Regular	0	133250.03	46328
1060	Edward J Gergick, Jr.	05/31/2019	Regular	0	51542.35	46269
0255	HUBER TECHNOLOGY, INC.	06/10/2019	Regular	0	32131.88	46309
0382	LAIRD NOLLER	05/31/2019	Regular	0	27384	46274
0250	HONEYCREEK DISPOSAL SERVICE	06/10/2019	Regular	0	27003	46308
0671	WESTAR ENERGY	06/10/2019	Regular	0	10387.2	46331
0947	PRO EDGE PRODUCTIONS	06/07/2019	Regular	0	3800	46294
0579	SECURITY BENEFIT - 457	05/31/2019	Regular	0	2910.23	46279
0414	LINK-LITE NETWORKING, INC.	05/31/2019	Regular	0	2826.61	46275
0189	FIRST STATE BANK & TRUST	06/10/2019	Regular	0	2066.71	46299
0201	FUN SERVICES OF KANSAS CITY	06/07/2019	Regular	0	1706.15	46290
1061	Harold J Scott	06/10/2019	Regular	0	1640	46303
0189	FIRST STATE BANK & TRUST	05/31/2019	Regular	0	1529.78	46270
0555	RICOH USA, INC.	05/31/2019	Regular	0	1482.68	46278
0198	FRANK ROBISON	06/10/2019	Regular	0	1400	46300
0826	ANNA WOLF	06/10/2019	Regular	0	1300	46295
0812	Heartland Coca-Cola Bottling Co., LLC	06/10/2019	Regular	0	1296.36	46304
0635	TOTAL ELECTRIC CONTRACTORS INC	05/31/2019	Regular	0	1293.99	46281
0959	OFFICE OF THE KANSAS STATE TREASURER	06/10/2019	Regular	0	1252	46320
0642	USPS	06/10/2019	Regular	0	1142	46329
0491	OLATHE WINWATER WORKS	06/10/2019	Regular	0	1028	46321
1065	Departure Bank Topeka	06/07/2019	Regular	0	1000	46289
0414	LINK-LITE NETWORKING, INC.	06/10/2019	Regular	0	1000	46317
0938	E2 EMBROIDERY & SCREEN PRINTING	05/31/2019	Regular	0	999	46268
0730	MADDEN RENTAL	06/07/2019	Regular	0	838.5	46293
1062	Jeffrey T. Jacks	06/07/2019	Regular	0	800	46292
0348	KBI	06/10/2019	Regular	0	800	46314
0596	GEOFF SONNTAG	06/10/2019	Regular	0	600	46302
0677	WILLIAM PRAY	06/10/2019	Regular	0	600	46332
0041	BARCO MUNICIPAL PRODUCTS INC	06/10/2019	Regular	0	560.94	46297
0207	GEIGER READY-MIX	05/31/2019	Regular	0	541.25	46271
0500	OREILLY AUTO PARTS	06/10/2019	Regular	0	521.58	46322
0224	HAMM QUARRIES & LANDFILL	05/31/2019	Regular	0	505.98	46272
1063	David Hammer	06/07/2019	Regular	0	500	46288
0503	PACE ANALYTICAL SERVICES INC	05/31/2019	Regular	0	466	46276
0661	VISION SERVICE PLAN	05/31/2019	Regular	0	405.88	46285
0836	JC BOUNCE RENTALS, LLC	06/07/2019	Regular	0	400	46291
0200	FRITO-LAY	06/10/2019	Regular	0	360.8	46301
0798	SYMBOLARTS	05/31/2019	Regular	0	315	46280
0614	T-MOBILE	06/10/2019	Regular	0	306.87	46326
0243	HIMPEL LUMBER & BUILDING SUPPL	05/31/2019	Regular	0	304.71	46273
0110	CODE PUBLISHING INC	05/31/2019	Regular	0	301.5	46266
0757	KC CLEAN	06/10/2019	Regular	0	300	46315
0857	MIDCONTINENT COMMUNICATIONS	06/10/2019	Regular	0	267.22	46318
0256	IAFC MEMBERSHIP	06/10/2019	Regular	0	265	46310
0410	LIBERTY NATIONAL	06/10/2019	Regular	0	224.71	46316
0249	HONEY-BEE SEPTIC SERVICE	06/10/2019	Regular	0	215	46307
1064	Calvin Haverkamp	06/07/2019	Regular	0	200	46287
1021	Katherine Kelly	06/10/2019	Regular	0	200	46313
0462	MILLER SIGN SHOPPE	06/10/2019	Regular	0	192	46319
0548	RECORDNEWS	06/10/2019	Regular	0	191.3	46323
0166	EMERGENCY REPORTING	06/10/2019	Regular	0	181.33	46298
0656	VERIZON WIRELESS	05/31/2019	Regular	0	176.09	46283
0111	COLEMAN EQUIPMENT INC	05/31/2019	Regular	0	151.43	46267

My Check Report

Date Range: 05/29/2019 - 06/13/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0658	VFW POST #9271	05/31/2019	Regular	0	150	46284
0684	WIRENUTS	05/31/2019	Regular	0	148	46286
0990	TIRE HUB	06/10/2019	Regular	0	117.94	46325
0496	KANSAS ONE CALL CONCEPTS	06/10/2019	Regular	0	115.2	46312
0057	BLUE TARP FINANCIAL, INC.	05/31/2019	Regular	0	99.99	46265
0651	USA BLUE BOOK	05/31/2019	Regular	0	98.16	46282
0384	PAUL LAMB	05/31/2019	Regular	0	76	46277
0034	AT&T ACCESS TRANSPORT SERVICES	06/10/2019	Regular	0	74.49	46296
0330	KANSAS GAS SERVICE	06/10/2019	Regular	0	67.34	46311
0246	HEATHER HOLEK	06/10/2019	Regular	0	62.85	46305
0243	HIMPEL LUMBER & BUILDING SUPPL	06/10/2019	Regular	0	51.09	46306
0555	RICOH USA, INC.	06/10/2019	Regular	0	29.96	46324
0628	TODD'S TIRE LLC	06/10/2019	Regular	0	23	46327
0661	VISION SERVICE PLAN	06/10/2019	Regular	0	14.9	46330

Bank Code AP Bank Summary

Payment Type		Discount	Payment
Regular Checks	68	0.00	324,193.98
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	0	0.00	0.00
EFT's	0	0.00	0.00
		0.00	324,193.98



Office of the City Manager
AGENDA STATEMENT

DATE: June 12, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: 2019 Citizen Satisfaction Survey Results

DISCUSSION:

Following the same practice used in the Budget Development FY 2019, staff created and distributed a Citizen Satisfaction Survey, with 24 targeted questions, in an attempt to gain insight into public perception on services and conditions, and to be used as an analysis tool for the FY 2020 budget. Staff will do a presentation on each detail finding from the survey, but below is a summary of some key points.

The survey was distributed to the emails associated with registered City utility Accounts, approximately 700 email accounts. For this year's survey, there was an approximate 16% response rate, just slightly lower than the previous year's 17%. Industry standards suggest a typical response rate from 9% -12%.

Each survey question had the opportunity for one of the five following responses: Very Satisfied, Satisfied, Neither Satisfied nor Dissatisfied, Dissatisfied, and Very Dissatisfied. Each response had a corresponding score on a 5 point scale, with 1 point awarded for Very Dissatisfied and 5 points awarded for Very Satisfied. Each question then had a calculated weighted average applied, based on total score and total participants.

Of the 24 questions, there was an increase in average score for 22 of the questions. The 2 questions that didn't see an increase were "Place to Raise Children" and "Overall Quality of Water Park and facilities."

The top three scores are: "Place to Live" with 4.19; "Overall Feeling of Safety" with 4.13, and "Overall Quality of the Fire Department" with 4.06.

The lowest three scores are: "Place to Work" with 3.13; "Overall Enforcement of City Codes and Ordinances" with 3.2; and "Effectiveness of City Council" with 3.34.

The three top gains in score are: "Place to Work," "Overall Effectiveness of City Communication with public," and "Overall Quality of City Water."

BUDGET IMPACT:

None

ACTION NEEDED:

None, Information Only.

ATTACHMENTS:

None

cc: Dan Porter, Assistant City Manager



Office of the City Manager
AGENDA STATEMENT

DATE: June 12, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Public Hearing – Opportunity for Resident Input in FY 2020 Budget Development

DISCUSSION:

In an effort to provide additional opportunities for public participation in the development of the 2020 budget, a public hearing is requested to be held granting residents of the City of Tonganoxie the opportunity to address the City Council and provide input about priorities to consider for funding allocation. Scheduling this public hearing in mid-June provides a chance for residents to share comments prior to the final organization of the draft budget and future budget work sessions can have adequate time to consider information shared with the City Council.

Depending on the level of participation, staff will request that the Mayor recognize a period of 3-5 minutes for each speaker who wishes to participate in the public hearing.

Additional opportunities for public comment during the open agenda process are anticipated at July meetings of the City Council. The calendar for the 2020 Budget Development is copied below, with public meetings bolded for emphasis.

May 6	CMIP City Council Workshop
May 20	Utility Rate Study Workshop
June 3	Presentation of City Manager’s Proposed Budget at regular meeting
June 15	Assessed Property Valuation received from the County Clerk
June 19	Proposed Department Budget Enhancements Workshop @ 5:30 PM
June 19	Public Hearing for Input on 2020 Budget at Regular Meeting
July 1	City Council Budget Workshop @ 5:45 PM
July 1	Public Hearing for Input on 2020 Budget at Regular Meeting
July 15	City Council Budget Workshop @ 5:45 PM
July 24	Notice of Budget Hearing published (10 days in advance of Budget Hearing)
August 5	Budget Hearing held at regular meeting
August 19	City Council Budget Adoption (if completed at regular meeting)
August 25	Adopted Budget due to County Clerk

BUDGET IMPACT:

No impact to the 2019 Budget. This item is related to the development of the 2020 Budget.

ACTION NEEDED:

None, Information Only.

ATTACHMENTS:

None

cc: George Brajkovic, City Manager



Office of the City Manager
AGENDA STATEMENT

DATE: June 3, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 06-19-02: Approval of Contract with BG Consultants for CDBG Urgent Need Grant – Engineering Services

DISCUSSION:

City staff completed the required Request for Qualifications (RFQ) process to solicit engineering services associated with the City's application for CDBG Urgent Need Grant funding to repair the damaged encasement for the aerial sanitary sewer line crossing Tonganoxie Creek north of the Fire Station. The RFQ process included emailing 5 potential firms with demonstrated experience, reviewing and scoring the 2 statement of qualifications that were received, and negotiating a draft contract with BG Consultants for consideration by the City Council. 0,000.

The basic services expected to be required of the engineer in this project include the following items:

Preliminary Phase

This phase involves those activities required for defining the scope of the project and establishing preliminary requirements. Some examples include:

1. Conferring with the City on project requirements, financing, schedules, early phases of the project, and other pertinent matters.
2. Planning, procuring, and/or preparing necessary surveys, field investigations, and engineering studies required for preliminary design considerations.
3. Developing design schematics, sketches, project recommendations and preliminary layouts and cost estimates.
4. Securing the owners approval of the preliminary plans and specifications.

Design Phase

This phase includes all activities required to undertake and accomplish a full and completed project design. Examples include:

1. Collecting engineering data, undertaking field investigations, and surveys.
2. Preparing necessary working drawings and specifications.
3. Preparing detail cost estimates.
4. Printing and providing necessary copies of drawings and specifications.
5. Submitting final plans and specifications to the owner and all regulatory agencies for final approval.

Bidding Phase

These activities are sometimes considered as part of the construction phase. They involve advertising and securing bids, analyzing bid results, furnishing recommendations on the award of contracts, and helping prepare contract documents.

Construction Phase

The phase includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1. Providing consultation and advice to the City/County during all phases of construction.

2. Scheduling and overseeing pre-construction conference.
3. Inspecting work in progress periodically and providing appropriate reports to the City.
4. Reviewing and approving drawings submitted by contractors for compliance with design concept.
5. Observing or reviewing performance tests required by specifications.
6. Making final inspection and submitting a report of the completed project to the City.

A draft contract is included as an attachment for review by the City Council. The contract is entirely contingent upon the City's application receiving approval from the Kansas Department of Commerce.

BUDGET IMPACT:

The cost of engineering services are included in the costs eligible to be paid with grant proceeds and the specified cost does not rise above the permitted threshold of the share of total project cost that is eligible to receive 100% grant reimbursement.

ACTION NEEDED:

Make a motion to approve Resolution 06-19-02, approving a Contract with BG Consultants for CDBG Urgent Need Grant Engineering Services, contingent upon application approval, for an amount not to exceed \$53,550.

ATTACHMENTS:

Resolution 06-19-02: Approval of Contract with BG Consultants for CDBG Urgent Need Grant – Engineering Services

cc: George Brajkovic, City Manager



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and Tonganoxie, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Low Water Crossing Emergency Repair
Design and Construction Observation
Location: Just North of 4th Street Lift Station

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Brian Kingsley, PE
Address:	1405 Wakarusa Drive Lawrence, KS 66049
Phone:	785-749-4474

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT’s requirement for the Project; examine and respond in a timely manner to the Consultant’s submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT’s responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT’s objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: George Brajkovic, City Manager
Address: 526 4th Street
Tonganoxie, KS 66086
Phone: 913-845-2620

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** For Service under **Section B (Preliminary) – Interceptor Sewer Design** the CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$30,600.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2**

and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1 ½) percent per month.

- 4.1.2. **Maximum Total Fee and Expense:** For Service under **Section B – Construction Observation** the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$22,950.00 Dollars. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before Concurrently with the Construction Schedule. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1 ½) percent per month.
- 4.1.3. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. discounted hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.4. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.5. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.6. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.

- 4.1.7. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.8. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.9. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.10. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.11. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency

situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise

provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to two times (2x) the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day

of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

By: _____
Printed
Name: Brian P. Kingsley
President

By: _____
Printed
Name: George Brajkovic
Title: City Manager

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

DEFINITION AND SCOPE OF PROJECT

The Engineering Services to be performed under this section are as follows:

A. PRELIMINARY ENGINEERING:

1. Consult with Client and Staff to coordinate each major section of the project development and design. These meetings may be formal council meetings and/or informal staff meetings, as deemed necessary by the Client related to the Bridge Improvements.
2. Prepare plans using KDOT Local Bridge Improvement Program guidelines.
3. Normal Field Surveys.
4. Topographical Surveys.
5. Perform hydraulic analysis using HY-8, prepare Scour analysis Item 113 "Rapid Assessment Work Sheet" and prepare "Hydraulic Assessment Checklist" for submittal to DWR and Corp of Engineers permits.
6. Plans showing bridge location, proposed grading for storm drainage without cross-sections or earthwork quantities.
7. Perform analysis to determine required waterway opening and size of bridge.
8. Design erosion control protection for the channel and embankments of the bridge.
9. Provide Bridge Construction Layout Sheet.
10. Provide seeding sheet.
11. Provide traffic control sheet.
12. Submit DWR and Corp of Engineers permits.
13. Prepare Utility Agreements and coordinate with utility companies for relocation of their lines, if applicable.
14. Review Shop Drawings and make recommendations for approval.

15. Show on the plans any proposed Right-of-Way and/or Temporary Easement.

16. Provide Right-of-Way and/or Temporary Easement descriptions, if needed.

17. Provide estimates of probable cost for construction of project.

B. CONSTRUCTION OBSERVATION:

1. Provide assistance of bid letting and contract preparation to assist the City in the open bidding process and selection of a qualified contractor.
2. Perform construction engineering and construction observation as deemed necessary for the work being performed.
3. Compile logs for site visits and project monitoring.
4. Coordinate construction observation activities with the Client.
5. Prepare project performance certifications as required.

EXHIBIT 2
COST AND SCHEDULE

COST SUMMARY:

Section A – Preliminary Design	\$ 30,600.00
Section B – Construction Services	<u>\$ 22,950.00</u>
Total Contract Amount	\$ 53,550.00

These services will be billed monthly based upon the percentage of work completed the previous month.

SCHEDULE:

The services under each Section of Work will be performed on a schedule as indicated below:

Section A – Completed Plans and submit for required permits within 3 months of Notice to Proceed from Client.

Section B – Concurrently with Construction of the Project.

EXHIBIT 3
SPECIAL PROVISIONS

- 1) **Title VI of the Civil Rights Act of 1964, as amended**, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 2) **Section 109 of the Housing and Community Development Act of 1974**, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601). No person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
- 3) **Section 504 of the Rehabilitation Act of 1973** (Pub. L. 83-112), as amended and implementing regulations when published for effect. No otherwise qualified individual shall, solely by reasons of his or her disability, be excluded from participation in (including employment), denied program benefits of, or be subjected to discrimination under any program or activity receiving Federal funds.
- 4) **Age Discrimination Act of 1975**, as amended, (Pub. L. 94-135), and implementing regulations when published or effect. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 5) **Fair Housing Amendments Act of 1988**, which prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, disability or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18).
- 6) **Executive Order 11063** as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107. No person shall, on the basis of race, color, religion, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

- 7) **Kansas Act Against Discrimination.** It is declared to be the policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason of race, religion, color, sex, physical disability, national origin or ancestry.
- 8) **Section 3 of the Housing and Urban Development Act of 1968,** as amended 12 U.S.C. 1701u. Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income persons residing within the project area and the non-metropolitan county in which the project is located and that contract in connection with project, be awarded to eligible business concerns located or owned in substantial part, by residents of the project area.
- 9) **Executive Order 11246,** as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60. A contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- 10) **Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990,** amended Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.
- 11) **Section 503 of Rehabilitation Act of 1973,** as amended, provides for the nondiscrimination in contractor employment.
- 12) This contract shall be entered into contingent upon the Client obtaining a Department of Commerce and Housing CDBG Urgent Need Grant. Client shall provide a notice to proceed to the Consultant after obtaining the funding.

2019 BG CONSULTANTS DISCOUNTED HOURLY RATES

<u>POSITION</u>	<u>DISCOUNTED PER HOUR 2019</u>
PRINCIPAL 3	\$247.00
PRINCIPAL 2	\$210.50
PRINCIPAL	\$154.50
PROJECT ENGINEER IV	\$150.00
PROJECT ENGINEER III	\$135.00
PROJECT ENGINEER II	\$124.00
PROJECT ENGINEER I	\$113.00
SENIOR DESIGN ENGINEER	\$116.00
DESIGN ENGINEER	\$103.50
ASSISTANT DESIGN ENGINEER	\$93.50
ARCHITECT	\$146.50
PROJECT ARCHITECT	\$111.00
DESIGN ARCHITECT	\$98.00
ASSISTANT ARCHITECT	\$83.00
TECHNICIAN II	\$105.00
TECHNICIAN I	\$86.50
SENIOR CONSTRUCTION OBSERVER	\$93.75
CERTIFIED CONSTRUCTION OBSERVER	\$85.00
CONSTRUCTION OBSERVER	\$77.00
SENIOR PROJECT SURVEYOR	\$128.00
PROJECT SURVEYOR	\$116.00
ASSISTANT PROJECT SURVEYOR	\$78.00
FIELD SUPERVISOR	\$95.00
SURVEYOR II	\$73.00
SURVEYOR I	\$62.50
CAD SYSTEM AND OPERATOR	\$85.00
CLERICAL	\$57.00

- Note:
- 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
 - 2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
 - 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

Special Note: "Discounted" rates are only applicable for City or County Engineering Contracts



Office of the City Manager
AGENDA STATEMENT

DATE: June 12, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Resolution 06-19-05, Appointment of City Attorney

DISCUSSION:

At the April 1, 2019 City Council meeting, The Council approved Charter Ordinance No. 29, removing the requirement within the City of Tonganoxie for the City Attorney to be a qualified elector of Leavenworth County or an adjoining county, since residency doesn't prohibit an individual from capably serving the City of Tonganoxie in such a role as long as the individual is competent and qualified to offer the services required from the position.

Following approval, the Charter Ordinance was published for two consecutive weeks in the City's official newspaper. It was to go into effect 61 days after the final publication unless a referendum petition was filed, in which case the Charter Ordinance shall become effective upon approval by the majority of voters. No such protest petition was filed.

Therefore, as K.S.A. 14-201 requires the Mayor, by and with the consent of the City Council, to appoint certain officers, including the City Attorney, the Mayor wishes to appoint Anna M. Krstulic as City Attorney.

BUDGET IMPACT:

The cost of legal services for the services of the City Attorney are anticipated to be within the budgeted funds in 2019.

ACTION NEEDED:

Adopt Resolution 06-19-05, appointing Anna M. Krstulic as City Attorney.

ATTACHMENTS:

Resolution 06-19-05.

cc: Dan Porter, Assistant City Manager

RESOLUTION NO. 06-19-05

A RESOLUTION APPOINTING CITY ATTORNEY FOR THE CITY OF TONGANOXIE, KANSAS, IN ACCORDANCE WITH K.S.A. 14-201.

WHEREAS, K.S.A. 14-201 requires the Mayor, by and with the consent of the City Council, to appoint certain city officers; and

WHEREAS, the Mayor wishes to appoint Anna M. Krstulic, an attorney with the firm Stinson LLP, a Missouri limited partnership, to the office of City Attorney for the City of Tonganoxie, Kansas.

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

Section 1. That the Mayor, by and with the consent of the City Council, hereby appoints Anna M. Krstulic as City Attorney.

Section 2. That this resolution shall become effective upon adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS, AND APPROVED BY THE MAYOR ON THIS 17th DAY OF JUNE, 2019.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk



Office of the City Manager
AGENDA STATEMENT

DATE: June 17, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 06-19-04: Biennial Bridge Inspection Contract

DISCUSSION:

To qualify for state and federal funding participation in bridge construction and repairs the City must complete the inspection of all bridges every other year. The last inspection of the City of Tonganoxie's four bridges was completed in 2016 and cost approximately \$3,300. The inspection process will be repeated in 2019 in order to maintain the City's eligibility for potential funding assistance.

Attached is a Resolution and draft contract from BG Consultants, the City Engineer, to complete inspections of classified bridges on record with the Kansas Department of Transportation within the City of Tonganoxie.

BUDGET IMPACT:

No adverse impact, as the cost of bridge inspections is budgeted within the City's Capital Projects Fund.

ACTION NEEDED:

Make a motion to authorize the expense to conduct the City's biennial bridge inspections in the amount not to exceed \$3,500.00.

ATTACHMENTS:

Resolution 06-19-04: BG Consultants Contract for Biennial Bridge Inspection

cc: George Brajkovic, City Manager



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and Tonganoxie, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2019 Biennial Bridge Inspections
4 Bridges Included

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 **GENERAL DUTIES AND RESPONSIBILITIES**

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Brian Kingsley, PE
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT’s requirement for the Project; examine and respond in a timely manner to the Consultant’s submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT’s responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT’s objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: George Brajkovic, City Manager
Address: 526 4th Street
Tonganoxie, KS 66086
Phone: 913-845-2620

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** For Service under **Exhibit 1 – Scope of Services** the CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$3,500.00 (875.00/Bridge) Dollars plus reimbursable expenses as outlined in **Exhibit 2** and

for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1 ½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. discounted hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1 ½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in

writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby

granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to two times (2x) the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of

CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

By: _____
Printed
Name: Brian P. Kingsley
President

By: _____
Printed
Name: George Brajkovic
Title: City Manager

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

DEFINITION AND SCOPE OF PROJECT

The Engineering Services to be performed under this section are as follows:

Disclaimer: Bridge inspections in compliance with KDOT's Bridge Inspection Program shall be conducted by a qualified consultant under contract with the City/County ("Owner") or by qualified personnel employed by the Owner. KDOT has determined bridge inspections must cover the scope of services set forth below to comply with 23 C.F.R. § 650 *et seq.* This listing is provided to assist Owners in performing or contracting to have performed bridge inspection services that meet applicable bridge inspection requirements. These terms are not intended or represented by KDOT to constitute a contract or substitute as a professionally drafted contractual agreement. Owners should consult with legal counsel to obtain an appropriate contractual agreement including this scope of services when contracting with a bridge inspection consultant to meet their obligations under 23

C.F.R. § 650 *et seq.*

Scope of Services for Inclusion in Local Routine Bridge Inspection Contracts¹

GENERAL

1. Routine Bridge Inspections shall be conducted in accordance with federal regulations and references listed in Attachment A.
2. All National Bridge Inventory (NBI) data items and condition states shall be verified during the inspection and updated. This may require coordination with the City/County ("Owner") on AADT and similar items not observable.
3. The work performed under City/County bridge inspection contracts is subject to review by KDOT. If errors or discrepancies are found, the Consultant, at no additional cost (or Owner if the inspection is performed by the Owner), shall be required to make corrections. The KDOT Bureau of Local Projects (BLP) will oversee Quality Control / Quality Assurance (QC/QA) evaluations of bridge records and inspections.

Team Leader Requirements

1. Bridge Inspection Team Leaders must be qualified as a Routine Team Leader on the Kansas Local Bridge Inspection Team Leader list maintained by KDOT BLP. A Bridge Inspection Team Leader must also be qualified as an Element Level Inspection Team Leader on the same list to lead bridge inspections for all NHS bridges (covered under a

separate Scope of Services).

2. Substandard work is grounds for removal of the inspector from the Kansas Local Bridge Inspection Team Leader list.

Number and Type of Bridges for Inspection

1. The Owner has 4 routine non-NHS bridges to be inspected. (Routine Bridge Inspection Team Leader required).
2. The Owner has 0 routine non-NHS bridges requiring an Inventory Inspection.2 (Routine qualified team leader required).

Specific Requirements for Inspections

1. The standard KDOT BLP Bridge Inspection Form shall be used to record the field inspection data. Critical Inspection Findings shall be recorded on the standard KDOT BLP Critical Inspection Findings form. All critical inspection findings shall be in accordance with the Critical Inspection Finding section in Chapter 1 - Policies & Procedures of the BLP Bridge Inspection Manual.
2. Review inspection frequencies for all bridges within contracted bridge group to verify the proper inspection frequencies have been set and followed.
3. Review scour analysis/assessment and scour Plan of Action information in the bridge record and report if the information needs updating.
4. Review load rating information in the bridge record and report if the information needs updating.
5. Review Fracture Critical Member information in the bridge record and report if the information needs updating.
6. Review photographs in the bridge record; add any required photographs not in the bridge record. Provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions, or repairs needed. Approach photographs should include the weight limit posting signs at each end of the bridge for all load posted bridges.
7. During the Routine Bridge Inspection, any weight limit signs found missing, knocked down, damaged to the point of not being legible, or obscured by vegetation; shall be reported the same day to the Owner (by phone or in person).
8. During the Routine Bridge Inspection, any observed items affecting the safety of the public, structural integrity of the bridge, or any existing warning signs (i.e. low

clearance, one lane bridge, narrow bridge, sharp turn ahead, etc.) knocked down, damaged to the point of not being legible, or obscured by vegetation; shall be reported the same day to the Owner (by phone or in person).

Deliverables

1. The inspection data shall be entered in the KDOT BLP Bridge Inspection Portal no later than 90 days following the bridge inspection. All NBI Data Items in the existing database shall be checked while performing data entry and errors in the data shall be corrected.
2. Required reports and assembly of updates to the Owner's bridge record shall be completed within 90 days of the completion of the field inspection.
3. The Routine Bridge Inspection Submittal form shall be completed and submitted by the Routine Bridge Inspection Team Leader along with the Data Validation and Sufficiency Rating Calculation forms to the BLP Bridge Team at BLP_bridge@ksdot.org at the completion of the Routine Bridge Inspection process.
4. By the deadline established by the Owner, provide 6 copies of the Bound Report summarizing bridge inspection results of the maintenance recommendation report, and conforming to the requirements contained in Attachment B.

¹ Bridge inspections conducted under KDOT's Bridge Inspection Program shall be conducted by a qualified consultant under contract with the City/County ("Owner") or by qualified personnel employed by the Owner. KDOT's has determined that inspections must cover the scope of services set forth below to comply with 23 C.F.R. § 650 *et seq.*

^{2, 3} Bridges not currently in the inventory or bridges that have had major rehabilitation work require an Inventory Inspection using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual.

EXHIBIT 2
COST AND SCHEDULE

COST SUMMARY:

Exhibit 1 – Scope of Services (Inspection of 4 Bridges)	\$ 3,500.00
Total Contract Amount	\$ 3,500.00

These services will be billed monthly based upon the percentage of work completed the previous month.

SCHEDULE:

CONSULTANT will complete Scope of Services within 90 days of receiving signed agreement and a Notice to Proceed from CLIENT.

EXHIBIT 3
SPECIAL PROVISIONS

- 1) **Attachment A**
- 2) **Attachment B**

ATTACHMENT A – STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges were derived from the following reference sources, current editions:

1. American Association of State Highway and Transportation Officials (AASHTO) The Manual for Bridge Evaluation
2. KDOT BLP Bridge Inspection Manual
3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, December 1995
4. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986
5. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986
6. FHWA Bridge Inspector's Reference Manual
7. Manual on Uniform Traffic Control Devices

ATTACHMENT B – BOUND REPORT REQUIREMENTS

(Suggested report format-owner will modify to meet their needs)

Prepare a bound report summarizing the bridge inspection results. The report should include the following items.

- An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.
- A table listing each bridge and include the following items:
 - County bridge number
 - NBI number
 - Length
 - Type of structure
 - Features intersected
 - Facilities carried
 - Sufficiency rating
 - Recommended weight limits
 - Existing weight limit signing
 - Date of inspection
 - Inspector name
 - If a load rating update is needed
 - If scour analysis is needed
- A table listing all bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected
- A table listing all bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform the inspection, and any items of concern
- A table listing all bridges with pin and hangers
- Bridge index map

Prepare a separate bound report listing bridge maintenance items. Separate recommendation to critical maintenance needed to extend the life of the bridge and safety concerns, and a separate listing of routine maintenance items that need attention but are not urgent or safety related.

2019 BG CONSULTANTS DISCOUNTED HOURLY RATES

<u>POSITION</u>	<u>DISCOUNTED PER HOUR 2019</u>
PRINCIPAL 3	\$247.00
PRINCIPAL 2	\$210.50
PRINCIPAL	\$154.50
PROJECT ENGINEER IV	\$150.00
PROJECT ENGINEER III	\$135.00
PROJECT ENGINEER II	\$124.00
PROJECT ENGINEER I	\$113.00
SENIOR DESIGN ENGINEER	\$116.00
DESIGN ENGINEER	\$103.50
ASSISTANT DESIGN ENGINEER	\$93.50
ARCHITECT	\$146.50
PROJECT ARCHITECT	\$111.00
DESIGN ARCHITECT	\$98.00
ASSISTANT ARCHITECT	\$83.00
TECHNICIAN II	\$105.00
TECHNICIAN I	\$86.50
SENIOR CONSTRUCTION OBSERVER	\$93.75
CERTIFIED CONSTRUCTION OBSERVER	\$85.00
CONSTRUCTION OBSERVER	\$77.00
SENIOR PROJECT SURVEYOR	\$128.00
PROJECT SURVEYOR	\$116.00
ASSISTANT PROJECT SURVEYOR	\$78.00
FIELD SUPERVISOR	\$95.00
SURVEYOR II	\$73.00
SURVEYOR I	\$62.50
CAD SYSTEM AND OPERATOR	\$85.00
CLERICAL	\$57.00

- Note:
- 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
 - 2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
 - 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

Special Note: "Discounted" rates are only applicable for City or County Engineering Contracts

RESOLUTION NO 06-19-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE BIENNIAL BRIDGE INSPECTIONS CONTRACT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND BG CONSULTANTS, INC.

WHEREAS, BG Consultants, Inc., a Kansas corporation ("Contractor") desires to provide biennial bridge inspection services for four (4) bridges (the "Project"); and

WHEREAS, the Project would promote the public good, health, and welfare within the City of Tonganoxie, Kansas (the "City");

WHEREAS, the Governing Body has determined that it is advisable to enter into the Biennial Bridge Inspections Contract, attached hereto as **Exhibit A** (the "Contract"), with Contractor.

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

Section 1. That the Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. That the City Manager is hereby authorized to execute in the name of the City, the Contract, and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON THIS 17th DAY OF JUNE,
2019.**

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

EXHIBIT A

Biennial Bridge Inspections Contract



Office of the City Manager
AGENDA STATEMENT

DATE: June 11, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Tweedy, Administrative Assistant
SUBJECT: Temporary CMB License for Rodeo and Bull Back at the Leavenworth County Fairgrounds

DISCUSSION:

The Leavenworth County Fair Association has submitted an application for a temporary cereal malt beverage (CMB) permit for a rodeo and bull back scheduled to take place at the Leavenworth County Fairgrounds July 30th to August 3rd from 6 p.m. - 11 p.m. The applicant has paid the \$150.00 fee.

The applicant also provided:

- A CMB application and \$150 fee

BUDGET IMPACT:

None. A portion of the revenue received from CMB licenses is remitted to the State of Kansas, and the remainder is deposited in the City's General Fund. The General Fund budget anticipates this revenue each year, though it makes up a very small portion of total revenue collected in the General Fund.

ACTION NEEDED:

Make a motion to approve the temporary CMB application for Abdallah Shrine Rodeo for consumption on the Leavenworth County Fairgrounds premises.

ATTACHMENTS:

Temporary CMB Application & Attachments

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

The City of
Tonganoxie
KANSAS

Temporary CMB Permit Application

Name of Business/Organization Leavenworth County Fair Association

Address/Vicinity of Proposed Event 405 West 4th St Tonganoxie

Type of Event Rodeo + Bull Back

Start Date July 30 End Date Aug 3 - 2019 Application Date 6-9-19

Hours of Event 6pm to 11pm

- \$150.00 fee is attached
- A letter is attached describing the proposed event in detail, the hours of operation, the duration of the event, anticipated attendance; and any structures, signs or attention-attraction devises used in conjunction with the event.
- A letter is attached from the property owner/manager agreeing to this special event. (Not required if applicant is the owner).

Yes No
 Anticipated need for police, fire or municipal services. If yes state what services will be needed.

Leavenworth County Sheriff

APPLICANT

NAME LCFA by Mike Kissinger

ADDRESS 24405 State Ave

CITY Tonganoxie KS 66082

PHONE 913-683-4660 FAX _____

EMAIL mkissinger62@gmail.com



Office of the City Manager
AGENDA STATEMENT

DATE: June 17, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Tweedy, Administrative Assistant
SUBJECT: Consider Approval of Fireworks Sales Permits for 2019

DISCUSSION:

Attached is an application for a vending permit for fireworks for 2019. By ordinance, the City Council reserves the authority to approve permits for such purpose. The applicants have satisfied the requirements of the fireworks permit and are listed below:

- Patrick O'Hare/Rockstar Fireworks (325 E24/40 HWY)
- Anthony Miller/SHC Youth Group (1100 West Street)
- Garrett's Worldwide Enterprises, LLC (886 North Star Court)
- Trieb's T-Town #1 (420 Stone Creek)

City Code allows the general public to fire or discharge fireworks in the City limits between the hours of 8:00 a.m. and 11:00 p.m. on June 30th, July 1st, July 2nd, July 3rd and July 4th of each year or as authorized by the governing body.

BUDGET IMPACT:

The permits will each initially generate \$500 in revenue for the City, followed by additional sales tax revenue from the period of sales. The revenue from these permits is anticipated in the 2019 budget.

ACTION NEEDED:

Make a motion to approve the fireworks sales permit for Rockstar Fireworks, Anthony Miller, Garrett's Worldwide Enterprises LLC and Trieb's T-Town.

ATTACHMENTS:

Fireworks Permit Applications

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager
John Zimbelman, Fire Chief

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: 6-5-2019

Square footage of Structure: 30 x 60

OFFICE USE ONLY

APPLICATION REVIEWED AND:

Permit Fee: 500.00 Date: 6/6/19

Permit # _____

Council Acceptance/Denial Date: _____

Tent/Bldg Insp. _____ Date: _____

APPROVED _____ DENIED _____

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

All Applications must be accompanied with:

- Non-refundable permit fee (\$500.00)
- Certificate of Insurance (\$1,000,000.00) with City listed as additional insured
- Tax Clearance from KS Dept of Revenue (785-296-3199) or www.ksrevenue.org
- Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

❖ Please note, Ordinance 1358 allows the Fire Chief to institute a burn ban based on, but not limited to, weather, soil conditions and water supply. If a burn ban is instituted during a time in which it is legal to sell fireworks, a firework vendor may apply for a 50% refund of the permit fee. All applications must be approved by City Council prior to issuing a refund.

For a list of rules and regulations see attached:

Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

ADDRESS/LOCATION REQUESTED: 1100 West Street

KS STATE SALES TAX # 51-0546133 TAX EXEMPT # _____

INDIVIDUAL/ORGANIZATION/BUSINESS Anthony Miller / Site Youth Group

MAILING ADDRESS P.O. Box 163

CITY, STATE & ZIP: Tonganoxie KS 66086

PRIMARY CONTACT NAME Anthony Miller DAYTIME PHONE _____

EVENING PHONE _____ CELL PHONE 816 590 2290

EMAIL _____

SECONDARY CONTACT NAME Tammy Miller DAYTIME PHONE _____

EVENING PHONE _____ CELL PHONE 816 804 9029

EMAIL _____

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.

Anthony R. Mill
SIGNATURE OF RESPONSIBLE PARTY

6-5-2019
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

CITY CLERK

*FIRE CHIEF - Tentative Approval
Final Inspection after set-up*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE	
INSURED 18166 Ingram Enterprises, Inc. dba Fireworks Over America 1100 West 40 Highway Odessa MO 64076	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1933024895 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			S18GL00655-181	12/1/2018	12/1/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Stand Owner, Property Owner and Others listed below are named additional insured's.
Stand Owner: Anthony Miller
Property Owner: Sacred Heart Church
Other: City of Tonganoxie, KS
Location: 1100 W. Street, Tonganoxie, KS
Effective Dates: June 20, 2019 through July 10, 2019

CERTIFICATE HOLDER Anthony Miller PO Box 163 Tonganoxie KS 66086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Anthony R. Miller

ISSUE DATE

04/24/2019

TRANSACTION ID

TN65-JSDT-Y7SH

CONFIRMATION NUMBER

C3A2-CEXR-J44N

TAX CLEARANCE VALID THROUGH 07/23/2019

Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199

KANSAS

DEPARTMENT OF REVENUE

915 SW Harrison St
Topeka KS 66625-2007

Phone: 785-368-8222
FAX: 785-296-2073
www.ksrevenue.org

June 18, 2008

ANTHONY R. MILLER
PO BOX 163
TONGANOXIE, KS 66086-0163

Attached is your Kansas retailers' sales tax registration certificate. This must be displayed in your place of business. If you need forms and publications they can be obtained from our web site at www.ksrevenue.org/forms.htm or by calling 785-296-4937.

If you are interested in filing returns or making payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm>.

Please see page 2 of this letter for details on how to use and display your certificate.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



Anthony R. Miller
1100 West St
Tonganoxie, KS 66086-9109

Tax Account Number: 004-510546123F-01
Inception Date: 06/01/2008
Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: 5-28-19

Square footage of Structure: 30'x70' = 2100 sq. ft.

OFFICE USE ONLY

APPLICATION REVIEWED AND:

Permit Fee: _____ Date: _____

Permit # _____

Council Acceptance/Denial Date: _____

Tent/Bldg Insp. _____ Date: _____

APPROVED _____ **DENIED** _____

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

- All Applications must be accompanied with:
- Non-refundable permit fee (\$500.00)
 - Certificate of Insurance (\$1,000,000.00) with City listed as additional insured
 - Tax Clearance from KS Dept of Revenue (785-296-3199) or www.ksrevenue.org
 - Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

**For a list of rules and regulations see attached:
 Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks**

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

ADDRESS/LOCATION REQUESTED: 886 N. Star Ct. Tonganoxie, KS

KS STATE SALES TAX # 004-251923765F-01 TAX EXEMPT # NA

INDIVIDUAL/ORGANIZATION/BUSINESS Garrett's Worldwide Enterprises, LLC

MAILING ADDRESS PO Box 480

CITY, STATE & ZIP: Basehor, KS 66007

CONTACT NAME Chasity Schuler DAYTIME PHONE 818-260-6478

EVENING PHONE _____ CELL PHONE _____ EMAIL chasity.schuler@garrettsllc.com

CONTACT NAME Susan Garrett DAYTIME PHONE 785-528-2755

EVENING PHONE _____ CELL PHONE 785-760-1499 EMAIL susan@garrettsllc.com

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.

Chasity M. Schuler
 SIGNATURE OF RESPONSIBLE PARTY

5-28-19
 DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

 CITY CLERK

 FIRE CHIEF – Tentative Approval
 Final Inspection after set-up



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Garretts Worldwide Enterprises, LLC
DBA as Garretts Fireworks

ISSUE DATE
04/26/2019

TRANSACTION ID
T5EE-2FSE-ETSM

CONFIRMATION NUMBER
CMSC-BXEP-6445

TAX CLEARANCE VALID THROUGH 07/25/2019

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Division of Taxation
915 SW Harrison St
Topeka KS 66612-1588



Phone: 785-368-8222
FAX: 785-296-2073
www.ksrevenue.org

Nick Jordan, Secretary of Revenue
Steve Stotts, Director of Taxation

Department of Revenue

Sam Brownback, Governor

May 6, 2016

GARRETTS WORLDWIDE ENTERPRISES LLC
120 BARCLAY ST
OSAGE CITY, KS 66523-1012

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



Garretts Worldwide Enterprises LLC
120 Barclay St
Osage City, KS 66523-1012

Tax Account Number: 004-XXXXX3765F-01

Inception Date: 05/06/2016

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: June 7th 2019
 Square footage of Structure: 1350

OFFICE USE ONLY

APPLICATION REVIEWED AND:

Permit Fee: _____ Date: _____

Permit # _____

Council Acceptance/Denial Date: _____

Tent/Bldg Insp. _____ Date: _____

APPROVED _____ **DENIED** _____

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

All Applications must be accompanied with:

- Non-refundable permit fee (\$500.00)
- Certificate of Insurance (\$1,000,000.00) with City listed as additional insured
- Tax Clearance from KS Dept of Revenue (785-296-3199) or www.ksrevenue.org
- Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

❖ Please note, Ordinance 1358 allows the Fire Chief to institute a burn ban based on, but not limited to, weather, soil conditions and water supply. If a burn ban is instituted during a time in which it is legal to sell fireworks, a firework vendor may apply for a 50% refund of the permit fee. All applications must be approved by City Council prior to issuing a refund.

**For a list of rules and regulations see attached:
 Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks**

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

ADDRESS/LOCATION REQUESTED: 325 East 24-40 Highway

KS STATE SALES TAX # 004-841954000F-01 TAX EXEMPT # _____

INDIVIDUAL/ORGANIZATION/BUSINESS ROCKSTAR Fireworks, LLC

MAILING ADDRESS 14506 234th

CITY, STATE & ZIP: Tonganoxie KS 66086

CONTACT NAME Patrick O'Hare DAYTIME PHONE 785-840-8123

EVENING PHONE _____ CELL PHONE 816-289-0174 EMAIL sam71521@aol.com

CONTACT NAME Samantha O'Hare DAYTIME PHONE _____

EVENING PHONE _____ CELL PHONE 816-289-0174 EMAIL sam71521@aol.com

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.

Janatha J. Rose
SIGNATURE OF RESPONSIBLE PARTY

June 7 2019
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

CITY CLERK

FIRE CHIEF – Tentative Approval
Final Inspection after set-up

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED Winco Fireworks International LLC 5200 W. 94th Terrace Suite 114 Prairie Village KS 66207	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Stand Operator: Patrick O'Hare
Landowner: Crookham Construction
Additional Insured: City of Tonganoxie



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

ROCKSTAR Fireworks, LLC

ISSUE DATE
06/07/2019

TRANSACTION ID
T5AX-GFK7-NJGM

CONFIRMATION NUMBER
CGST-X4DY-MMMP

TAX CLEARANCE VALID THROUGH 09/05/2019

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



Division of Taxation
 120 SE 10th Avenue
 PO Box 3506
 Topeka KS 66601-3506
 Mark A. Burghart, Secretary



Phone: 785-368-8222
 Fax: 785-296-2073
 www.ksrevenue.org
 Laura Kelly, Governor

June 4, 2019

ROCKSTAR FIREWORKS
 ROCKSTAR FIREWORKS LLC
 14506 234TH ST
 TONGANOXIE, KS 66086-3321

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.html> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE		www.ksrevenue.org
<i>Division of Taxation</i>		
RETAILERS' SALES TAX REGISTRATION CERTIFICATE		
		
Rockstar Fireworks ROCKSTAR Fireworks LLC 14506 234th St Tonganoxie, KS 66086	Tax Account Number: 004-XXXXX4000F-01 Inception Date: 06/30/2019 Filing Frequency: Monthly	
This Registration Certificate is valid until canceled and is not transferable.		

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: June 16, 2019
 Square footage of Structure: 2400

OFFICE USE ONLY

APPLICATION REVIEWED AND:

Permit Fee: _____ Date: _____
 Permit # _____
 Council Acceptance/Denial Date: _____
 Tent/Bldg Insp. _____ Date: _____
 APPROVED _____ DENIED _____

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

- All Applications must be accompanied with:
- ✓ Non-refundable permit fee (\$500.00)
 - ✓ Certificate of Insurance (\$1,000,000.00) with City listed as additional insured
 - ✓ Tax Clearance from KS Dept of Revenue (785-296-3199) or www.ksrevenue.org
 - ✓ Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

❖ Please note, Ordinance 1358 allows the Fire Chief to institute a burn ban based on, but not limited to, weather, soil conditions and water supply. If a burn ban is instituted during a time in which it is legal to sell fireworks, a firework vendor may apply for a 50% refund of the permit fee. All applications must be approved by City Council prior to issuing a refund.

**For a list of rules and regulations see attached:
 Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks**

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

ADDRESS/LOCATION REQUESTED: 420 Stone Creek

KS STATE SALES TAX # 004-812163000 ^{F-01} TAX EXEMPT # _____

INDIVIDUAL/ORGANIZATION/BUSINESS Trieb's T-Town Fireworks

MAILING ADDRESS 204 S. Main

CITY, STATE & ZIP: Tonganoxie, Ks. 66086

CONTACT NAME Steve Trieb DAYTIME PHONE 913.238.0374

CELL PHONE _____ EMAIL triebst-townfireworks@outlook.com

CONTACT NAME _____ DAYTIME PHONE _____

CELL PHONE _____ EMAIL _____

WOULD YOU LIKE EMAIL REMINDERS FOR LICENSING: YES / NO

EMAIL FOR REMINDERS: _____

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.

Steve Drach
SIGNATURE OF RESPONSIBLE PARTY

June 12, 2019
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

CITY CLERK

FIRE CHIEF – Tentative Approval
Final Inspection after set-up



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Kristy Wolfe	
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No): 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SCOTTSDALE INS CO		41297
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

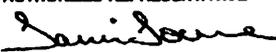
INSURED
 Triebs T-Town Fireworks, LLC
 204 S Main
 Tonganoxie KS 66086

COVERAGES **CERTIFICATE NUMBER:** 863848154 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPS3153161	5/15/2019	5/15/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Additional Insured: Stone Creek Development; City of Tonganoxie

CERTIFICATE HOLDER Stone Creek Development 420 Stone Creek Tonganoxie KS 66086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Triebs T-Town Fireworks, LLC

ISSUE DATE
04/26/2019

TRANSACTION ID
TDXN-5SBN-XFBK

CONFIRMATION NUMBER
C6XP-7HRY-KXR8

TAX CLEARANCE VALID THROUGH 07/25/2019

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



Division of Taxation
915 SW Harrison St
Topeka KS 66612-1588

Samuel M. Williams
Secretary of Revenue



Department of Revenue

Phone: 785-368-8222
FAX: 785-291-3614
www.ksrevenue.org

Sam Brownback, Governor

April 12, 2017

TRIEBS T TOWN FIREWORKS LLC
204 S MAIN ST
TONGANOXIE, KS 66086-8947

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



Triebs T Town Fireworks Llc
204 S Main St
Tonganoxie, KS 66086-8947

Tax Account Number: 004-XXXXX3000F-01

Inception Date: 03/03/2016

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

Library Project Budget Report - As of 2019-06-14

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
SAPP Design and Preconstruction JE Dunn	386,000.00	337,925.00	48,075.00
		-	-
		-	-
		-	-
		-	-
Subtotal Pre-Construction & Design Liabilities - JE Dunn	386,000	337,925	48,075
Design Build Construction Liabilities - JE Dunn	Budget	Actual Costs Incurred	Balance Remaining
Construct and Equipt Library Facility (Design-Build Contract)	3,122,851.00	-	3,122,851.00
Subtotal Design Build Construction Liabilities - JE Dunn	3,122,851	-	3,122,851