



*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 17, 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) Review of Bid Package #3 Recommended Selections – New Library Project
- b) Review of Funding for Community Organizations, Economic Development/Legislative Support, and Community Events in FY 2020 Budget
- c) Public Hearing – Opportunity for Resident Input in FY 2020 Budget Development
- d) Resolution 07-19-01: Approval of Contract with BG Consultants for WasteStream Management at the Water Treatment Plant
- e) Consideration of a Change Order as submitted by Haupt Construction for encountering an unexpected Glacial Moraine as part of the Mass Grading Contract for the Tonganoxie Business Park
- f) Consideration of CMB Application from Casey's General Store – 500 West Street
- g) Consideration of Request to Waive Special Event Permit fee for Plein Air Art Fest Event in 2019
- h) Consideration of Request for Funding Support for Plein Air Art Fest Event in 2019
- i) City Manager Agenda
 - a. Urgent Needs Grant Update
 - b. Library Project Update
 - c. 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 17, 2019
7:00 Regular Meeting

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

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

II. Approval of Minutes –Regular meeting dated June 3, 2019

- Ms. Patterson noted an error in an honorific referring to Mr. Oroke in the minutes and asked that the minutes reflect that adjustment.
- Mr. Porter agreed and thanked Ms. Patterson.
- **Ms. Patterson made a motion to approve the minutes from the regular meeting dated June 3, 2019.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

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

IV. Open Agenda

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

- Keyta Kelly, 512 E 12th Street, addressed the City Council and requested waiver of the special event permit fee on behalf of the Tonganoxie Arts Council for the upcoming Plein Air Art Fest event to be held concurrently with the Sunflower Stroll Event. She stated that the organization had not yet received Kansas Not for Profit status but was working to acquire the status.
- Leigh Coffman, 529 E 5th Street, addressed the City Council and provided information about the 2019 Plein Air Art Fest event.
- Rachel Kelley, 512 E 12th Street, addressed the City Council and provided information about the 2019 Plein Air Art Fest event.
- Mr. Brajkovic commented that staff would review the special event permit fee application when it was submitted to the City and bring the item back to the City Council for consideration at a future meeting.
- John Blessing, 2601 Midwest Drive, addressed the City Council and stated that he was employed by Waste Management and interested in providing service to the City of Tonganoxie.
- Mr. Brajkovic stated that the City was currently in negotiations with the City's current solid waste and recycling provider about extending the existing agreement.
- No other members of the public wished to speak.

V. Old Business

VI. New Business

a) 2019 Citizen Survey Results Presentation

- Mr. Brajkovic presented the results of the 2019 Citizen Survey.

b) Public Hearing – Opportunity for Resident Input in FY 2020 Budget Development

- Mayor Pro Tem Himpel opened the public hearing and asked if anyone wished to offer input as part of the public hearing on the development of the 2020 budget.
- Jamie Lawson, 1831 Finch Drive, addressed the City Council and delivered a presentation on the state of Code enforcement issues in the community. He reviewed photographs of potential issues at different locations within the City and asked for the City Council to consider promoting stricter enforcement of existing regulations and reviewing the contents of sections of the City Code related to Code enforcement. He suggested adding a Code Enforcement Officer in the 2020 budget, reviewing existing policies, and joining with volunteer groups to help address problem properties.
- No other members of the public addressed the City Council as part of the public hearing.
- Mayor Pro Tem Himpel closed the public hearing.
- Mayor Pro Tem Himpel asked the City Manager to provide the information related to the City Code Enforcement Review item under the City Manager's agenda.
- Mr. Brajkovic reviewed the City's existing Code related to parking on unimproved surfaces, which was an item that was exempted out of the standard traffic ordinance in previous years and not part of the Code enforcement presentation. He then delivered a presentation on Chapter VIII, Articles 1-4 of the City Code, which included terminology definitions, how complaints are generated, and the requisite process for handling cases. He added that neighboring communities of similar size like Eudora and Basehor changed within the past several years from a staffing and resource level similar to the City of Tonganoxie by adding additional staff to meet the growing code enforcement needs of those communities. He also outlined the estimated cost of adding a full time Code Enforcement Officer in 2020 as \$63,886.
- Ms. Stevens commented that during the budget workshop for the 2020 budget, an additional Code Enforcement Officer was being considered as an addition in 2020.
- Mr. Brajkovic stated that the budget for the building inspection and Code enforcement discussion was about \$83,000 and the estimated salaries and benefits cost of adding an additional employee was approximately \$64,000.
- Ms. Patterson thanked Mr. Lawson for putting together the presentation and summarized the priorities she took from the presentation as clean-up of existing issues and maintenance. She asked staff to look for opportunities to improve execution this year with limited resources and how to fit a Code Enforcement Officer into the 2020 budget.
- Ms. Stevens asked how people who need help with Code compliance can be assisted and how others who refuse to make changes can be addressed.
- Mr. Brajkovic commented that so far this year, staff had targeted two specific days to evaluate current Code issues in the community, and then prioritized significant health and safety issues.
- Mr. Oroke thanked Mr. Lawson for the information and stated that he sees a large issue with repeat offenders who take advantage of the system and repeat infractions over and over again.
- Mr. Bennett thanked Mr. Lawson for his hard work and commented that no neighborhood is exempt from Code issues. He noted that this has been an issue for many years and that it might be a good idea to send a type of

communication to all homes in the City with information about Code enforcement. He commented that he would be in support of a full time Code Enforcement Officer if at all possible.

- Mayor Pro Tem Himpel announced a five minute recess at 8:15 PM.

- c) Resolution 06-19-02: Approval of Contract Contingent upon Grant Award with BG Consultants for CDBG Urgent Need Grant – Engineering Services
 - Mr. Brajkovic introduced the item.
 - **Ms. Patterson made a motion to approve Resolution 06-19-02: Approval of a Contract Contingent upon Grant Award with BG Consultants for CDBG Urgent Need Grant – Engineering Services in an amount not to exceed \$53,550.**
 - **Ms. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- d) Resolution 06-19-04: Contract with BG Consultants for Biennial Bridge Inspections
 - Mr. Brajkovic introduced the item.
 - Mr. Himpel asked if all 4 bridges were included in this quote.
 - Mr. Porter confirmed that all 4 bridges were included.
 - **Ms. Patterson made a motion to approve Resolution 06-19-04: Approval of a Contract with BG Consultants for Biennial Bridge Inspections in an amount not to exceed \$3,500.**
 - **Mr. Bennett seconded.**
 - **Vote of all ayes, motion carried.**

- e) Resolution 06-19-05: Appointment of City Attorney
 - Mr. Brajkovic introduced the item and announced that the previously approved Charter Ordinance 29 had reached the end of the 60 day protest period and was now in effect.
 - Mayor Pro Tem Himpel asked if he was authorized to make the appointment on behalf of the Mayor.
 - Mr. Brajkovic confirmed that the Mayor had granted his authority to make the recommendation, but that he had asked the City Council to weigh in on the appointment.
 - Mayor Pro Tem stated that he wished to appoint Anna Krstulic as the City Attorney and asked the Council for a motion.
 - **Mr. Oroke made a motion to approve Resolution 06-19-05: Appointment of Anna Krstulic as City Attorney.**
 - **Ms. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- f) Resolution 06-19-05: Approval of Contract with BG Consultants for WasteStream Management at the Water Treatment Plant
 - Mr. Brajkovic commented to the City Council that the contract was not able to be completed in advance of the meeting and that staff hoped to advance the item on the July 1, 2019 meeting.

- g) Consider Approval of Temporary CMB Permit for LCFA Rodeo and Bull Back
 - Mr. Porter introduced the item and delivered a report on the previous experience the City had with the temporary CMB for this event.
 - **Mr. Bennett made a motion to approve a Temporary CMB Permit for Abdallah Shrine Rodeo LCFA Rodeo and Bull Back.**
 - **Mr. Oroke seconded.**
 - **Vote of all ayes, motion carried.**
 - Ms. Patterson stated that the motion for this item accidentally included the incorrect recipient of the temporary CMB permit.
 - **Mr. Bennett amended his motion to approve a Temporary CMB Permit for LCFA Rodeo and Bull Back.**

- **Mr. Oroke amended his second.**
- **Vote of all ayes, motion carried.**

h) Consider Approval of 2019 Firework Sales Permits (4)

- Mr. Porter introduced the item.
- **Mr. Oroke made a motion to approve four 2019 Firework Sales Permits as submitted by the applicants, Rockstar Fireworks, Anthony Miller, Garrett's World Enterprises, LLC, and Trieb's T-Town #1.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried.**

i) City Attorney Agenda

j) City Manager Agenda

1. City Code Enforcement Review
2. Urgent Needs Grant Update

- Mr. Brajkovic commented that earlier agenda items covered the content of the CDBG Urgent Needs Grant update.

3. Library Project Update

- Mr. Brajkovic stated that the third bid package for the project was currently posted following acceptance of the second bid package on June 3, 2019.

4. Tonganoxie Days 2019 Event Recap

- Mr. Porter delivered a short presentation about the outcome of Tonganoxie Days 2019, which occurred on June 8, 2019. He described receiving many compliments on the event along with four noise complaints routed to the Police Department through dispatch. He thanked the staff, members of City Council, and other volunteers who helped make the event possible, as well as the generous corporate sponsors who made a large impact in the ability to offer a quality event for families in the community.
- Monica Gee addressed the Council and recognized Alberto Yaluk with 1866 Bar and Grill who was the alcohol vendor for the event. She mentioned that he reported good levels of activity and sales.
- Mr. Oroke asked that staff ensure each sponsor for the event receives a thank you letter and receipt for their donation.

5. May 2019 Financial Report

- Mr. Brajkovic commented that staff would prepare the May 2019 Financial Report in advance of the July 1, 2019 City Council meeting.

k) Mayor Pro Tem Agenda

- No items.

l) City Council Agenda

- No items.

m) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

- Ms. Patterson made a motion to adjourn the meeting.
- Mr. Oroke seconded.
- Vote of all ayes, motion carried. Meeting Adjourned at 8:50 PM.

Respectfully submitted,



Dan Porter, Assistant City Manager

DRAFT



My Check Report

City of Tonganoxie, KS

Date Range: 06/14/2019 - 06/26/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0459	MIDWEST PUBLIC RISK	06/14/2019	Regular	0	102351.32	46359
1015	JE Dunn	06/14/2019	Regular	0	71329	46349
0856	HAUPT CONSTRUCTION COMPANY	06/14/2019	Regular	0	60614.35	46346
0059	Kansas City Board of Public Utilities	06/14/2019	Regular	0	20633.8	46350
0491	OLATHE WINWATER WORKS	06/14/2019	Regular	0	12989.9	46360
0051	BG CONSULTANTS INC	06/21/2019	Regular	0	8699.75	46374
0099	CITY OF LEAVENWORTH	06/14/2019	Regular	0	6030.72	46337
1066	Western Consultants	06/14/2019	Regular	0	4475	46370
0216	GOULD EVANS PC	06/14/2019	Regular	0	3840	46343
0175	EVANS REAL ESTATE COMPANY INC	06/14/2019	Regular	0	3500	46341
1068	Stinson LLP	06/21/2019	Regular	0	3500	46386
0579	SECURITY BENEFIT - 457	06/14/2019	Regular	0	2810.23	46365
0671	WESTAR ENERGY	06/14/2019	Regular	0	2748.75	46369
0136	DELTA DENTAL PLAN OF KANSAS,IN	06/14/2019	Regular	0	2403.76	46340
0813	FREESTATE ELECTRIC COOPERATIVE	06/21/2019	Regular	0	1951	46377
0621	THE LIFEGUARD STORE, INC.	06/21/2019	Regular	0	1435.64	46387
0360	KEY EQUIPMENT & SUPPLY CO	06/14/2019	Regular	0	1027.49	46353
0507	PEAK SOFTWARE SYSTEMS, INC.	06/14/2019	Regular	0	948.59	46362
0857	MIDCONTINENT COMMUNICATIONS	06/21/2019	Regular	0	893.32	46382
0443	MENARDS	06/14/2019	Regular	0	778.75	46357
0113	COMMERCIAL AQUATIC SERVICES	06/14/2019	Regular	0	777.52	46339
0224	HAMM QUARRIES & LANDFILL	06/14/2019	Regular	0	717.6	46345
0548	RECORDNEWS	06/21/2019	Regular	0	649.55	46383
1073	Donald W. White	06/21/2019	Regular	0	620	46376
0217	GRAINGER	06/14/2019	Regular	0	561.64	46344
0922	BORDER STATES INDUSTRIES	06/14/2019	Regular	0	485.3	46334
0070	BROTHER' S MARKET	06/14/2019	Regular	0	451.22	46335
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	06/14/2019	Regular	0	440	46355
0542	QUILL	06/14/2019	Regular	0	379.29	46364
0046	BAY BRIDGE ADMINISTRATORS, LLC	06/21/2019	Regular	0	357.48	46373
0798	SYMBOLARTS	06/14/2019	Regular	0	315	46366
1070	Janell Barker	06/21/2019	Regular	0	265	46378
0494	OMEGA DOOR & HARDWARE	06/14/2019	Regular	0	247.5	46361
0015	ALL SEASONS CAR WASH	06/14/2019	Regular	0	226.13	46333
0249	HONEY-BEE SEPTIC SERVICE	06/14/2019	Regular	0	215	46348
0400	LEAVENWORTH COUNTY CLERK	06/14/2019	Regular	0	212	46356
0443	MENARDS	06/21/2019	Regular	0	205.87	46381
0857	MIDCONTINENT COMMUNICATIONS	06/14/2019	Regular	0	186.42	46358
0692	ZEP MANUFACTURING COMPANY	06/14/2019	Regular	0	161.99	46371
0330	KANSAS GAS SERVICE	06/14/2019	Regular	0	161.53	46351
0628	TODD'S TIRE LLC	06/14/2019	Regular	0	153	46367
0555	RICOH USA, INC.	06/21/2019	Regular	0	149.4	46384
0514	PITNEY BOWES, INC.	06/14/2019	Regular	0	135.24	46363
0391	LAWRENCE JOURNAL WORLD	06/14/2019	Regular	0	124.1	46354
1021	Katherine Kelly	06/14/2019	Regular	0	120	46352
1072	Lisa Reynolds	06/21/2019	Regular	0	107.5	46380
1067	CCL Supply, LLC	06/14/2019	Regular	0	102.62	46336
0185	FERRELLGAS	06/14/2019	Regular	0	100	46342
0243	HIMPEL LUMBER & BUILDING SUPPL	06/14/2019	Regular	0	96.29	46347
0642	USPS	06/14/2019	Regular	0	92	46368
0111	COLEMAN EQUIPMENT INC	06/21/2019	Regular	0	87.13	46375
1069	Anthony Taves	06/21/2019	Regular	0	37.5	46372
0111	COLEMAN EQUIPMENT INC	06/14/2019	Regular	0	36.72	46338
0350	KDHE	06/21/2019	Regular	0	20	46379
0368	SANDRA K. KOONTZ	06/21/2019	Regular	0	19.62	46385

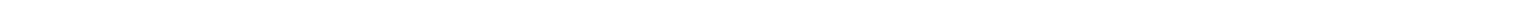
My Check Report

Date Range: 06/14/2019 - 06/26/2019

Vendor Number Vendor Name Payment Date Payment Type Discount Amount Payment Amount Number

Bank Code AP Bank Summary

	Payable	Payment	Discount	Payment
Payment Type				
Regular Checks	72	55	0.00	321,978.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	72	#	0.00	321,978.53



All Bank Codes Check Summary

Payment Type	Pay	Payment	Discount	Payment
Regular Checks	72	55	0.00	321,978.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	72	55	0.00	321,978.53

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	6/2019	321978.5
			321978.5



Office of the City Manager
AGENDA STATEMENT

DATE: July 1, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Review of Bid Package #3 Recommended Selections – New Library Project

DISCUSSION:

Bid Package No. 3 was initially sent out on May 31, 2019 and revised with addendums 3.1 and 3.2. Following completion of the invitation to bid process, JE Dunn reviewed and standardized the submittals, met with City staff, and provided the attached recommendations for Bid Package 3 scopes.

The project scopes included in this bid package were Exterior Metal Panels, Masonry, Fencing, Drywall, Carpentry, Acoustical Ceilings, Paint and Wall Coverings, Joint Sealants & Air Barrier, Flooring, Tile, Signage, Glazing & Roller Shades. These project scopes of work were estimated to make up approximately 26% of the total project costs. Staff from JE Dunn will be present at the City Council meeting to answer questions and review items not included in the proposal, allowances recommended as part of the proposal, clarifications, and two alternates that were priced as part of the bid process, recommended for acceptance by the Library and JE Dunn, and can be considered by the City Council for acceptance. The two alternates proposed for approval include the East Parking Lot for \$31,856 and the West Patio for \$3,234.

BUDGET IMPACT:

A report regarding the overall budget for the Library project is provided within the agenda packet under Library Project. The recommendations included in Proposal No. 3 exceed the portion of the budget established for the respective scopes of work by \$151,516. Due to the savings realized in the first two bid packages, approximately \$35,000 remains available for consideration with the alternates bid out from the project.

ACTION NEEDED:

Make a motion to accept the bid acceptance recommendations included in Bid Package No. 3, plus the East Parking Lot and West Patio Alternates, in an amount not to exceed \$1,104,163. The Fabric Lights above the Circulation Desk Alternate is also recommended for acceptance using the \$5,000 Light Fixture Coordination/Revisions Allowance from Bid Package 2. The recommended acceptance would bring the total approvals to date to the total contract budget of \$3,502,100.

ATTACHMENTS:

Bid Package No. 3 Proposal

cc: George Brajkovic, City Manager
Nicole Holifield, Library Director



June 27, 2019

Mr. George Brajkovic
City Manager
City of Tonganoxie
PO Box 326
Tonganoxie, Kansas 66086

Re: Tonganoxie Public Library
J.E. Dunn Project No. 17069300
Proposal No. 3 – Bid Package 3

Mr. Brajkovic,

We are pleased to submit J.E. Dunn Construction's Proposal No. 3, for the Tonganoxie Public Library project. This proposal is based upon SAPP Design's Bid Package 2 documents dated May 31, 2019, and Addenda 3.1 and 3.2. The total proposal for this portion of the project is \$1,069,073.

Included in this proposal are summary bid tabulations for Exterior Metal Panels, Masonry, Fencing, Drywall, Carpentry, Acoustical Ceilings, Paint & Wall Coverings, Joint Sealants & Air Barrier, Flooring, Tile, Signage, Glazing and Roller Shades with project clarifications. Our recommendations for the included scopes of work are attached.

We appreciate the opportunity to present this proposal and are available at any time to answer any questions regarding this information. Once approved, we will issue a formal amendment to our Contract. If acceptable, please sign in the space provided below acknowledging approval of this proposal and return to our office. In order to meet the Project Schedule we request acceptance by July 2, 2019.

Sincerely,

Curtis Golba – Vice President
J.E. Dunn Construction Company

Attachments
Cc
Michelle Kaiser – Benson Method
Emily Held – J.E. Dunn
Curtis Golba – J.E. Dunn
Ryan Bradshaw – J.E. Dunn
Kyle McQuiston – J.E. Dunn

ACCEPTED:

By: _____
George Brajkovic, City Manager
City of Tonganoxie, Kansas

Printed Name: _____

Date: _____

Tonganoxie Public Library
JE Dunn Project No. 17069300
June 27, 2019

1. The following items are NOT included:
 - a. Third party inspections.
 - b. Permit fees.
 - c. Service agreements of any kind.
 - d. Exterior brick pavers in entry sidewalk.
 - e. ABAA Air Barrier certified testing.
 - f. Staining of existing wood book shelving.

2. The following allowances have been established in this Proposal:
 - a. \$10,000 for interior and Exterior logo signage.
 - b. \$4,500 for Wall Covering 3 (WC3) in the teen area.

3. The following are clarifications:
 - a. Cost of Work General Requirement items are included.
 - b. Changes in pricing from trade partners in bid packages 1 and 2 are included.
 - c. Wood doors are factory finished.

4. The following alternates have been priced and JE Dunn and The Tonganoxie Public Library recommend accepting these items by July 2, 2019.
 - a. Alternate #1 – East Parking Lot for \$31,856
 - b. Alternate #2 – West Patio for \$3,234.

5. The following alternates have been priced and JE Dunn and The Tonganoxie Public Library recommend using the \$5,000 Light Fixture Coordination/Revisions Allowance to accept the following:
 - a. Alternate #4 - Fabric Lights Above Circulation Desk for \$3,889.

6. The following alternates have been priced and JE Dunn and The Tonganoxie Public Library recommend declining these items in their current state.
 - a. Alternate #3 – Monument Sign for \$12,357.
 - b. Alternate #5 – Operable Partition Wall for \$11,004.
 - c. Alternate #6 – Quartz Countertops at Circulation Desk, Work Room & Coffee Bar for \$11,273.

Tonganoxie Public Library
Bid Package 3 - 100% CDs
Approvals Summary
June 27, 2019

Previously Approved Budgets				
Scope	Contractor	Budget	Total Bid	Total vs Budget Delta
General Requirements	JE Dunn Construction	\$250,000	\$250,000	\$0
Design and Pre-Construction	JE Dunn Construction / SAPP De	\$386,000	\$386,000	\$0
Markups for GCs, Design & Pre-Co	JE Dunn Construction	\$46,806	\$46,806	\$0
Pre-Engineered Metal Building	Cannon Building Systems / Lane	\$337,273	\$327,489	-\$9,784
Fire Sprinkler	Advantage Fire Protection Syste	\$28,050	\$26,900	-\$1,150
Electrical	Empowered Electric	\$399,382	\$325,137	-\$74,245
HVAC	Metro Air Conditioning Co	\$225,912	\$153,000	-\$72,912
Plumbing	Metro Air Conditioning Co / Cen	\$71,550	\$145,710	\$74,160
Markups for Bid Package 1	JE Dunn Construction	\$78,170	\$71,993	-\$6,177
Earthwork and Mass Grading	Heartland Heavy Construction	\$207,231	\$167,450	-\$39,780
Site Utilities	Heartland Heavy Construction	\$140,392	\$87,397	-\$52,995
Concrete	Leavcon II, INC	\$275,346	\$257,080	-\$18,266
Asphalt and Striping	Seal-o-Matic Paving Company	\$51,308	\$54,714	\$3,406
Landscape and Irrigation	Hermes Landscaping	\$27,930	\$46,709	\$18,779
Waterproofing	Chamberlin Contracting Inc.	\$7,000	\$5,973	-\$1,027
Markups for Bid Package 2	JE Dunn Construction	\$52,194	\$45,579	-\$6,615
Previously Approved Totals Summary		\$2,584,544	\$2,397,938	-\$186,606

Bid Package 3 Budget Approvals				
Scope	Contractor	Budget	Total Bid	Total vs Budget Delta
Exterior Metal Panels	JR & Company INC	\$11,531	\$42,950	\$31,419
Masonry	Trio Masonry	\$30,428	\$46,010	\$15,582
Fencing	Collins & Hermann Inc	\$10,718	\$21,100	\$10,382
Drywall	Whitley Construction Company	267,939.33	\$265,561	-\$2,378
Carpentry	DH PACE CARPENTRY	\$135,906	\$139,920	\$4,014
Acoustical Ceilings	Wilko	\$41,184	\$12,510	-\$28,674
Paint and Wall Coverings	Switzer Brothers Painting LLC	\$32,114	\$23,100	-\$9,014
Joint Sealants & Air Barrier	DH Restoration	\$43,957	\$41,433	-\$2,524
Flooring	Regents Flooring - DB Flooring L	\$50,060	\$41,400	-\$8,660
Tile	Metro Tile	\$6,098	\$6,210	\$112
Signage	Miller Sign Shoppe LLC	\$3,380	\$19,380	\$16,000
Glazing	Byers Glass & Mirror Inc	\$147,747	\$180,565	\$32,818
Roller Shades	Abbey Simons	\$0	\$14,555	\$14,555
Bid Package 1 & 2 Bidders Change Pricing		\$0	\$76,382	-\$76,382
Cost of Work Items	JE Dunn Construction	\$64,712	\$64,712	\$0
Scope Subtotal:		\$854,658	\$995,788	\$141,130
Bid Package 3 Markups				
	Contractor Contingency (2%)	\$17,093	\$19,916	\$2,823
	DCIP - GL	\$8,718	\$10,157	\$1,440
	Builder's Risk	\$2,179	\$2,539	\$360
	Design Liability	\$1,744	\$2,031	\$288
	Fee	\$33,165	\$38,641	\$5,476
Markups Subtotal		\$62,898	\$73,285	\$10,386
Bid Package 3 Total Summary		\$917,556	\$1,069,073	\$151,516

Current Budget Totals	Budget	Total Bid	Total vs Budget Delta
Overall Project Totals as of Bid Package 3 -	\$3,502,100	\$3,467,010	-\$35,090

Bid Package 2 Alternate #1 - East Parking			
Scope	Contractor		Total Bid
Earthwork and Mass Grading	Heartland Heavy Construction		\$10,650
Site Utilities	Heartland Heavy Construction		\$0
Concrete	Leavcon II, INC		\$8,200
Asphalt and Striping	Seal-o-Matic Paving Company		\$10,838
Landscape and Irrigation	Hermes Landscaping		\$0
Waterproofing	Chamberlin Contracting Inc.		\$0
Joint Sealants	DH Restoration		\$422
	Scope Subtotal		\$29,688
Bid Package Alternate - East Parking Markups			
	Contractor Contingency (2%)		\$594
	DCIP - GL		\$303
	Builder's Risk		\$76
	Design Liability		\$61
	Fee		\$1,136
	Markups Subtotal		\$2,168
Bid Package Alternate - East Parking Total Summary			\$31,856

Bid Package 2 Alternate #2 - West Patio			
Scope	Contractor		Total Bid
Earthwork and Mass Grading	Heartland Heavy Construction		\$0
Site Utilities	Heartland Heavy Construction		\$0
Concrete	Leavcon II, INC		\$3,010
Asphalt and Striping	Seal-o-Matic Paving Company		\$0
Landscape and Irrigation	Hermes Landscaping		\$0
Waterproofing	Chamberlin Contracting Inc.		\$0
	Scope Subtotal		\$3,010
Bid Package 2 Alternate - West Patio Markups			
	Contractor Contingency (2%)		\$60
	DCIP - GL		\$31
	Builder's Risk		\$8
	Design Liability		\$6
	Fee		\$117
	Markups Subtotal		\$224
Bid Package 2 Alternate - West Patio Total Summary			\$3,234

<u>Current Budget Totals with Alternates #1 & #2</u>	<u>Budget</u>	<u>Total Bid</u>	<u>Total vs Budget Delta</u>
Overall Project Totals as of Bid Package 3 & Alternates 1 & 2	\$3,502,100	\$3,502,100	\$0

Bid Package 3 Alternate #3 - Monument Sign			
Scope	Contractor		Total Bid
Masonry	Trio Masonry		\$4,700
Carpentry	DH PACE CARPENTRY		\$0
Drywall	Whitley Construction Company		\$4,200
Signage	Miller Sign Shoppe LLC		\$1,650
Concrete	Leavcon II, INC		\$960
Scope Subtotal:			\$11,510
Bid Package 3 Alternate #3 - Monument Sign Markups			
	Contractor Contingency (2%)		\$230
	DCIP - GL		\$117
	Builder's Risk		\$29
	Design Liability		\$23
	Fee		\$447
Markups Subtotal			\$847
Bid Package 3 Alternate #3 - Monument Sign Total Summary			\$12,357

Bid Package 3 Alternate #4 - Fabric Lights Above Circ Desk			
Scope	Contractor		Total Bid
Electrical	Empowered Electric		\$3,622
Scope Subtotal:			\$3,622
Bid Package 3 Alternate #4 - Fabric Lights Above Circ Desk Markups			
	Contractor Contingency (2%)		\$72
	DCIP - GL		\$37
	Builder's Risk		\$9
	Design Liability		\$7
	Fee		\$141
Markups Subtotal			\$267
Bid Package 3 Alternate #4 - Fabric Lights Above Circ Desk Total Sumn			\$3,889

Bid Package 3 Alternate #5 - Operable Partition Wall			
Scope	Contractor		Total Bid
Operable Partition	Burns Boys Company Inc		\$10,250
All other items in this alternate are included in base bid so partition can be added later - cost was negligible			
Scope Subtotal:			\$10,250
Bid Package 3 Alternate #5 - Operable Partition Wall Markups			
	Contractor Contingency (2%)		\$205
	DCIP - GL		\$105
	Builder's Risk		\$26
	Design Liability		\$21
	Fee		\$398
Markups Subtotal			\$754
Bid Package 3 Alternate #5 - Operable Partition Wall Total Summar			\$11,004

Bid Package 3 Alternate #6 - Quartz Countertops at Circulation Desk, Work Room & Coffee Bar			
Scope	Contractor		Total Bid
Carpentry	DH PACE CARPENTRY		\$10,500
Scope Subtotal:			\$10,500
Bid Package 3 Alternate #6 - Quartz Countertops at Circulation Desk, Work Room & Coffee Bar Markups			
	Contractor Contingency (2%)		\$210
	DCIP - GL		\$107
	Builder's Risk		\$27
	Design Liability		\$21
	Fee		\$407
Markups Subtotal			\$773
Package 3 Alternate #6 - Quartz Countertops at Circulation Desk, Work Room & Coffee Bar Total Sumn			\$11,273



Office of the City Manager
AGENDA STATEMENT

DATE: July 1, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Review of Funding for Community Organizations, Economic Development, and Events in the 2020 Budget

DISCUSSION AND BUDGET IMPACT:

The City of Tonganoxie has provided funding to several other entities in the past several years. This funding support has resulted in the provision of certain services to the City and its residents, allowed for community events to take place, and enhanced the quality of life for Tonganoxie residents. As part of the development of the 2020 Budget development, staff invited organizations who have requested funding support in 2020 to deliver a short presentation to the City Council. Each local organization's request for funding support is attached for reference.

The City's source of funding that can be shared with other organizations is the General Fund, which receives revenue from property tax, sales tax, franchise fees, court fines, pool admissions, and other miscellaneous fees. The core services largely funded from the General Fund include Police, Fire, Transportation (Public Works), Administration, Code Enforcement, and the Water Park.

The table below includes a summary of the requests for funding in 2020 and a history of funding support from the City over the past two years. Also included is the budget allocation for City-sponsored community events, which is another key priority to consider in the 2020 Budget development. Additional funding support for community events or organizations from the General Fund will require balancing against other budget requests reviewed with the City Council at the June 17 and July 1 budget work sessions.

Community Organizations, Eco Dev, and Events Funding Requests

Community Organizations	2018	2019	2020 Request
Tonganoxie Business Association	5,000	5,000	5,000
Tonganoxie Arts Council, Inc	n/a	n/a	5,000
Total	5,000	5,000	10,000
-			
Economic Development and Legislative Support	2018	2019	2020 Request
Leavenworth County Development Corporation (LCDC)	7,723	7,976	8,394
League of Kansas Municipalities (LKM)	2,772	2,857	2,900
Mid America Regional Council (MARC)	1,197	1,221	1,256
Total	11,692	12,054	12,550
Community Events	2018	2019	2020 Request
Tonganoxie Days	6,500	6,500	6,500
Mayor's Tree Lighting	3,500	3,500	3,500
Total	10,000	10,000	10,000
Grand Total - General Fund Funding Requests	26,692	27,054	32,550

ACTION NEEDED:

Staff request feedback from the City Council on priorities for funding support for community organizations and events in order to develop the proposed 2020 budget.

ATTACHMENTS:

TBA Letter of Funding Request
Tonganoxie Arts Council Letter of Funding Request
LCDC Funding Request and Funding Calculations

cc: George Brajkovic, City Manager
Monica Gee, TBA President
Keyta Kelly, Tonganoxie Arts Council
Steve Jack, LCDC Executive Director

June 27, 2019

Tonganoxie Business Association Budget Request 2020

Dear Councilmen and Councilwomen,

The Tonganoxie Business Association (TBA) continues to actively use best practices when objectively adding value to fellow businesses, the community and the City of Tonganoxie. TBA develops, cultivates and facilitates many events, educational training and business support with funds generated from membership and sponsorships. Tonganoxie Business Association successfully operates on a very modest budget that benefits from supplementation provided by the City of Tonganoxie.

TBA has become a recognizable organization within our community when residents are seeking business information. Our weekly meetings generate a synergy that help build mutual respect within the local businesses. The Tonganoxie Business Association Board strives to create, implement and provide events, education and resources for all of Tonganoxie to benefit.

Events, Promotions, and Budgetary Expenses for Tonganoxie Business Association

- Annual Appreciation Dinner
- St Patrick's Day Parade
- Downtown Beautification Project
- Movies in the Park Series Equipment & Licensing
- Website
- Social Media Promotions
- Google Job and Event Listing Capabilities
- Complete Professional Photo Collaboration for Tonganoxie
- Umbrella Insurance Policy for Events and TBA Board
- Attorney Retainer
- Grand Openings/Open House Hosting
- Pet Health Day
- Sunflower Stroll
- Skeleton Scavenger hunt
- Spooktacular
- Mayors Christmas Tree Lighting Participation
- Kansas Publication Advertising & Promotions
- 4 Course marketing, website, social media and digital training for 30 businesses
- Keep It Local Play, Shop, Dine Campaign
- Reserve Budget
- Tonganoxie Business Showcase
- Leadership Southern Leavenworth County Sponsorship

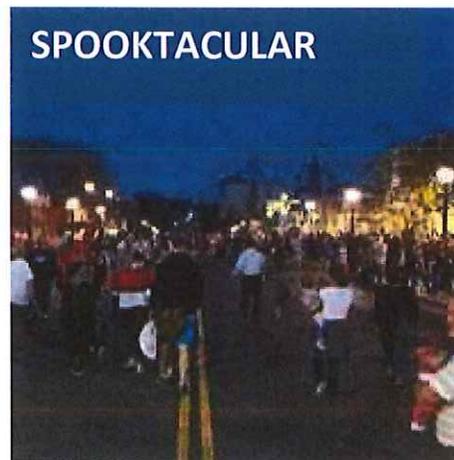
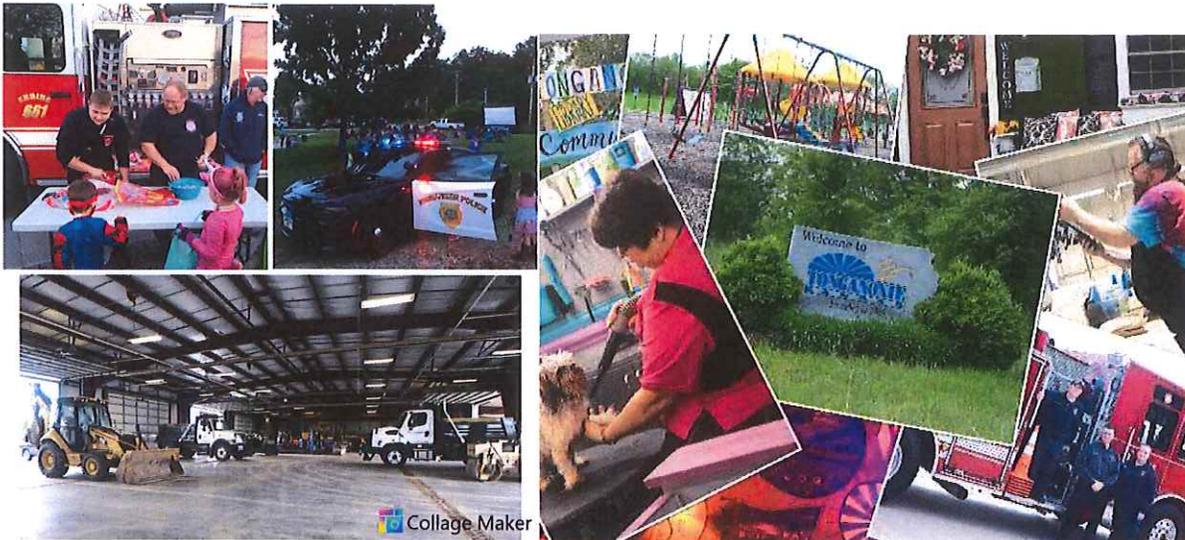


Other facts that also make Tonganoxie Business Association strong

- TBA has a current Board of 10 business owners and civic minded individuals that donate countless hours to make us successful.
- Volunteer base that supports events and activities.
- Continued Growth.
- Community Support.
- Willingness to work with and coordinate with City Staff.
- Accountability for our funding and budget.
- Working relationship with other communities.
- Cooperative relationship with LCDC. Grow Leavenworth County, Local lenders & Network Kansas.
- Working relationship with City departments.

What are we requesting?

TBA is seeking a \$5000.00 investment from the City of Tonganoxie to subsidize our investment in the Tonganoxie community through the events, promotions, marketing and business support for the year 2020.





Tonganoxie Arts Council, Inc.
TonganoxieArtsCouncil@gmail.com
Facebook@Tonganoxie Arts Council

Wednesday, June 26, 2019

Re: Funding for Tonganoxie Arts Council

Dan Porter
Assistant City Manager
Tonganoxie City Hall
526 E. 4th Street
Tonganoxie, Kansas 66086

Dear Mr. Porter:

Please find enclosed a Budget Request for the Tonganoxie Arts Council, Inc. (TAC) for the 2020 budget year. We are requesting \$5,000.00 from the City to help fund two events next year. TAC is a not-for-profit corporation recently formed in the state of Kansas. We are in the process of applying for 501(c)(3) status from the Internal Revenue Service.

I have also enclosed a Sponsorship Request for the 2019 Plein Air Art Fest. Although, I understand that the budget for 2019 has already been set and allocated, I am hopeful that the City will be able to find the funds to help us out with this event.

I have also enclosed a permit request for the Plein Air Art Fest. We are in the process of securing a copy of our event insurance certificate and will provide that to you as soon as possible.

In summation, we are requesting that the special event permit application be approved, the permit fee be waived, that the City become a sponsor of the 2019 Plein Air Art Festival at one of the sponsorship levels provided and that the City budget to provide funding for TAC in the amount of \$5,000.00 in its 2020 budget.

I understand that we are on the July 1, 2020 agenda to discuss these requests. Thank you.

Very truly yours;

Keyta D. Kelly
Tonganoxie Arts Council

Tonganoxie Arts Council

2020 Budget Request Supporting Narrative



The Tonganoxie Arts Council (TAC) was recently formed with the Articles of Incorporation being filed in June 2019 as a Kansas not for profit. We are in the process of applying for federal exempt 501(c)(3) status and adopting Bylaws.

Mission: The Tonganoxie Arts Council (TAC) is the collective voice for the arts. It strives to advance a thriving arts community in Tonganoxie and acting as a catalyst for the enrichment of cultural life by delivering resources, providing educational opportunities, presenting art forms, promoting artists and art groups, developing innovative collaborations, fostering creativity in the community, and guiding advancement of the arts.

Vision: We envision the Tonganoxie area as a region where the arts inspire our innovative spirit, celebrate our rich cultural diversity, recognize our valuable history, and encourage our individual and community involvement.

Guiding Principles: We believe that:

- The arts improve our lives.
- The arts articulate, preserve, and perpetuate our shared history and culture.
- The arts should reflect a diverse community.
- Every citizen should have the opportunity to engage in arts experiences.
- A community that invests in the arts benefits from the arts economically, culturally and socially.
- All artists and arts forms, both emerging and existing, deserve respect and encouragement.
- Collaborative, trusting, and respectful relationships with community leaders, artists and the public are essential.
- Arts information needs to be comprehensive and accessible.
- A cohesive arts community thrives best with the leadership of a dedicated arts council.

In 2019, our inaugural year, we are planning and orchestrating the 2019 Plein Air Art Fest. The event will take place from August 28th through the 31st and coincide with the Sunflower Stroll that Entrepreneurs Achieving Success Together, Inc. (EAST) d/b/a Tonganoxie Business Association (TBA) is planning. As a new council, we have very little funds and are attempting to raise funds through sponsorships of this event.

In 2020 and subsequent years we hope to continue the Plein Air Art Fest while growing it and changing it to fit new trends in the Arts world.

We also hope to add more events throughout the years that will focus on and illuminate other areas of the Arts such as theatre, storytelling, photography, music, etc.

In 2020 we will add a Children's Storytelling Festival to feature nationally known children's storytellers, authors and illustrators. It is a thought in process, so details are not yet set in stone. But, we do have a good understanding of the funding that will be needed for this type of event. Our proposed budget reflects these two events for 2020.

REQUEST

We are requesting the City fund the TAC in the amount of \$5,000.00. This amount will help us to close the gap between what we anticipate bringing in this first year and what we believe we will need. We appreciate the City Council's consideration of our request.

PROJECTED REVENUE				
Membership Fees	\$	550.00		
Business Sponsorships	\$	2,500.00		
Plein Air Entry Fees	\$	600.00		
Plein Air Commemorative Poster Sales	\$	1,000.00		
Booth fees	\$	200.00		
Children's Storytelling Entry fees	\$	500.00		
City of Tonganoxie	\$	5,000.00		
Total Projected Revenue 2020	\$	10,350.00		
BUDGETED EXPENSES				
General	Advertising	\$	200.00	
	Corporate Filings	\$	50.00	
	Tax Return Filings	\$	200.00	
	Misc.	\$	200.00	
	Supplies	\$	50.00	
	Liability Insurance	\$	700.00	
	Postage	\$	50.00	General Total
				\$ 1,450.00
2020 Plein Air Art Fest	Advertising	\$	700.00	
	Comm. Posters	\$	500.00	
	Entertainment/Street Performers	\$	500.00	
	Supplies	\$	100.00	
	Artist Prizes	\$	3,200.00	Plein Air Total
				\$ 5,000.00
Children's Storytelling Event	Advertising	\$	500.00	
	Entertainer fees	\$	3,000.00	
	Supplies	\$	400.00	Children's Total
				\$ 3,900.00
TOTAL		\$	10,350.00	



May 21, 2019

Mr. George Brajkovic
City Manager
Tonganoxie City Hall
526 E. 4th Street, P.O. Box 326
Tonganoxie, KS 66086

Dear George:

The Leavenworth County Development Corporation (LCDC) relies on an annual appropriation from your community and the other cities in the county as well as funding from Leavenworth County, Leavenworth County Port Authority, and 75 private sector members. Our funding partnership reflects how our organization works together with multiple entities in providing economic development resources to citizens and businesses throughout the county.

Our organization would again like to formally request your participation in LCDC's economic development efforts. In order to fairly distribute the governmental/public sector contribution, 15 years ago the cities instituted a funding mechanism based on valuation and population which are updated each year (see enclosure). **LCDC's request of the City of Tonganoxie for 2020 is \$8,394.**

We value and appreciate Tonganoxie's past participation and believe your investment returns value each year to the community through our marketing, recruitment and retention efforts. We continue to make major investments in marketing the City of Tonganoxie through our partnership with Candid Marketing. These efforts have included bringing our ED partners with the Kansas City Area Development Council (KCADC), KC SmartPort, the Kansas Department of Commerce, Everygy and others to see the new park, and we plan to partner with the city to bring Kansas City area realtors to see the park later this year.

Our efforts have resulted in the location of Unilock, and we've had other serious interest in the new business park. Most recently we partnered with the city to submit an RFI for Project Petal. As you know, winning projects like these is a highly competitive process, but we believe we may be in a stronger position than ever to bring high-paid, quality jobs to the city. Of course, each year we work with existing businesses, saving Tonganoxie firms thousands of dollars through grants, loans and tax savings which they can then reinvest in their facilities and people.

If you have questions or comments, please feel free to contact us. Thank you for your time and consideration of this 2020 funding request.

Sincerely,

A handwritten signature in black ink that reads "Harland Russell".

Harland Russell
LCDC Board President

A handwritten signature in blue ink that reads "Steve Jack".

Steve Jack
LCDC Executive Director

cc: Dan Porter

LCDC Funding Mechanism

Base Data

Assessed Valuation

	2014	2015	2016	2017	2018
City of Basehor	50,416,747	54,115,049	58,007,750	62,845,555	69,576,165
City of Lansing	77,000,472	78,748,105	79,606,026	80,636,411	83,479,756
City of Leavenworth	198,767,953	202,504,854	203,654,933	207,179,358	212,344,997
City of Tonganoxie	35,067,784	35,451,590	36,612,087	38,476,385	41,626,290

Source: Leavenworth County Clerk

Certified Population

City of Basehor	4,898	5,119	5,402	5,651	6,015
City of Lansing	11,642	11,713	11,767	11,849	11,947
City of Leavenworth	35,891	36,000	35,980	36,154	36,210
City of Tonganoxie	5,165	5,192	5,248	5,326	5,444

Source: Kansas Department of Administration - Division of the Budget

Assessment Features

By Assessed Valuation

% per \$ of assessed valuation = **0.000105**

City of Basehor	\$ 5,294	\$ 5,682	\$ 6,091	\$ 6,599	\$ 7,305
City of Lansing	\$ 8,085	\$ 8,269	\$ 8,359	\$ 8,467	\$ 8,765
City of Leavenworth	\$ 20,871	\$ 21,263	\$ 21,384	\$ 21,754	\$ 22,296
City of Tonganoxie	\$ 3,682	\$ 3,722	\$ 3,844	\$ 4,040	\$ 4,371

By Certified Population

\$ per citizen = **\$0.74**

City of Basehor	\$ 3,620	\$ 3,783	\$ 3,992	\$ 4,176	\$ 4,445
City of Lansing	\$ 8,603	\$ 8,656	\$ 8,696	\$ 8,756	\$ 8,829
City of Leavenworth	\$ 26,523	\$ 26,604	\$ 26,589	\$ 26,718	\$ 26,759
City of Tonganoxie	\$ 3,817	\$ 3,837	\$ 3,878	\$ 3,936	\$ 4,023

Total LCDC Funding by City

	2016	2017	2018	2019	2020
City of Basehor	\$ 8,913	\$ 9,465	\$ 10,083	\$ 10,775	\$ 11,751
City of Lansing	\$ 16,688	\$ 16,924	\$ 17,054	\$ 17,223	\$ 17,594
City of Leavenworth	\$ 47,394	\$ 47,867	\$ 47,973	\$ 48,472	\$ 49,055
City of Tonganoxie	\$ 7,499	\$ 7,559	\$ 7,723	\$ 7,976	\$ 8,394

Total Funding from Cities

\$ 80,495 \$ 81,816 \$ 82,833 \$ 84,446 \$ 86,794



Office of the City Manager
AGENDA STATEMENT

DATE: July 1, 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 July provides a chance for residents to share comments prior to the final organization of the draft budget.

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
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: July 1, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consideration of a Resolution 07-19-01: Approving and Authorizing the Execution of the Water Treatment Plant Wastestream Summary Contract between the City of Tonganoxie and BG Consultants, Inc.

DISCUSSION:

During recent interactions with the Kansas Department of Health and Environment (KDHE) staff received a recommendation that the City advance a plan to redirect the wastestream (water discharge) generated in the operation of the Water Treatment Plant to the City's Wastewater Treatment Plant. This process starts with the development of a list of alternatives to complete the redirection, determination of estimates of probable cost for acceptable alternatives, and final coordination with KDHE and the City to complete the final Wastestream report to be approved by KDHE. Once this report is completed the City can elect to move forward with design and/or construction services for a recommended course of action.

Attached is a Resolution and draft project contract from BG Consultants, the City Engineer, to complete a Wastestream Summary Report for submittal to the Kansas Department of Health and Environment on behalf of the City of Tonganoxie.

BUDGET IMPACT:

The \$6,000 in cost for this project would be shared between the budget authority available in the City's Water Operations Fund and Sewer Operations Fund.

RECOMMENDATION:

Make a motion to approve Resolution 07-19-01, Approving and Authorizing the Execution of the Water Treatment Plant Wastestream Summary Contract between the City of Tonganoxie and BG Consultants, Inc. in an amount not to exceed \$6,000.

ATTACHMENTS:

Resolution 07-19-01

cc: Anna Krstulic, City Attorney
George Brajkovic, City Manager
File

RESOLUTION NO 07-19-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE WATER TREATMENT PLANT WASTESTREAM SUMMARY CONTRACT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND BG CONSULTANTS, INC.

WHEREAS, BG Consultants, Inc., a Kansas corporation ("Contractor") desires to provide development of a Wastestream Summary Report for the City's Water Treatment Plant and submittal to the Kansas Department of Health and Environment (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 Water Treatment Plant Wastestream Summary 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 1st DAY OF JULY, 2019.**

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

EXHIBIT A

Water Treatment Plant Wastestream Summary Contract



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:

Water Treatment Plant Wastestream Summary

Location: Water Treatment Plant

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 \$6,000.00 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 (1½) 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 (1½) 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.

Provided, however, that the parties agree that CLIENT shall have no obligation to indemnify CONSULTANT for acts for which CLIENT would otherwise be immune under the Kansas Tort Claims Act (K.S.A. 75-6104 et seq.), and amendments thereto, nor will the indemnity obligations set forth herein act as a waiver of CLIENT's protections under such provisions, and further that any liability of CLIENT shall be subject to the liability limitations under K.S.A. 75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the parties specifically agree that the terms of this section, and the terms of this Agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.), and amendments thereto, and the Kansas Budget Law (K.S.A. 75-2935 et seq.), and amendments thereto.

- 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.

5.10.2 The right of CLIENT to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1100 et seq.), the Budget Law (K.S.A. § 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure that CLIENT shall at all times remain in conformity with such laws.

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.

City of Tonganoxie, KS

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:

Water Treatment Plant (WTP) Wastestream Summary:

- 1) Meet with City staff to obtain information about the WTP operation and request from KDHE to provide a wastestream analysis for discharge from the WTP facility.
- 2) Review WTP configuration and wastestream generated from facility.
- 3) Prepare summary information including exhibits and written overview of the WTP operation and wastestream generated by the facility.
- 4) Discuss potential alternatives for handling of wastestream with KDHE to be included in the Wastestream Summary Report.
- 5) Develop estimates of probable project cost for alternatives identified in the Wastestream Summary Report.
- 6) Draft a Wastestream Summary Report.
- 7) Review draft Wastestream Summary Report with City staff and obtain concurrence from the City.
- 8) Submit Wastestream Summary Report to KDHE after obtaining City concurrence.
- 9) Coordinate KDHE concerns and/or revision requests with the City to obtain a final approved Wastestream Summary Report.
- 10) Design services for alternatives identified in the Wastestream Summary Report are not included in this scope of work. If required, Design and Construction services will be through amendment of this contract.

EXHIBIT 2
COST AND SCHEDULE

COST SUMMARY:

Exhibit 1 – Scope of Services (Wastestream Analysis Summary)	\$ 6,000.00
Total Contract Amount	\$ 6,000.00

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

SCHEDULE:

CONSULTANT will work with the City and KDHE in an effort to complete Scope of Services within 90 days of receiving signed agreement and a Notice to Proceed from CLIENT.

EXHIBIT 3
SPECIAL PROVISIONS

1) **None**

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: July 1, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consideration of a Change Order as submitted by Haupt Construction for encountering an unexpected Glacial Moraine as part of the Mass Grading Contract for the Tonganoxie Business Park

DISCUSSION:

On June 1, 2017, the City entered into a contract with Haupt Construction for the Mass Grading portion of the Tonganoxie Business Park Development. Haupt was the low bid submittal, following a RFP, from the 17 total bids submitted. Their bid was in an amount of \$1,271,548.50.

As early as mid-July 2017, Haupt began to report encountering unexpected large boulders in certain areas of the Park. City staff, including Engineers from GBA, did multiple site visits, and documented the boulder locations and size. We asked Terracon, who did the original Geotechnical Engineering Report on November 22, 2016, to revisit the site to specifically address the boulders being encountered. After reviewing the original Boring Logs, it was determined that the boulders being encountered were located between several boring samples, and must have occurred intermittently enough to avoid detection. Subsequently, on August 30, 2017, Terracon issued a Supplemental Geotechnical Report re: Subsurface issues which identified the glacial boulders, as part of an unexpected and rare glacial moraine. This supplemental report also identifies the need for specialized equipment to remove and break down the large boulders.

Upon receiving the supplemental report, City staff and GBA Engineers began discussing how the RFP was issued as "unclassified," meaning that excavation of all materials encountered is expected, regardless of their nature or the manner in which they are removed. However, it was also discussed that the RFP would not have been released as unclassified, had the Engineer been aware of the presence of the glacial moraine. Thus, Haupt was instructed to further document the boulders and to track costs associated with the additional expenses related to their removal, with the commitment to review the additional expenses as we approach the end of site development.

Haupt has submitted a Change Order Invoice for \$129,250, the additional amount specifically related to the Boulders. In addition to Terracon's Supplemental geotechnical Report, GBA Engineers also submitted a letter outlining the process, and culminating in support of the Change Order as submitted from Haupt.

In examining the original 17 bids submitted for the Mass Grading contract, City staff has noted that Haupt's submittal was the low bid by an amount of \$133,801.25; thus their Change Order amount of \$129,250 would still allow them to maintain that low bid status.

FYI we did have two additional change orders processed: additional erosion control as required by KDHE in the amount of \$5,500; additional excavation of Lot 5 in the amount of \$39,100 for which the City was compensated \$138,000 at closing on Lot 5.

BUDGET IMPACT:

The \$129,250 would be paid from the Economic Development grant funds as provided by Leavenworth County. Even with this additional cost, the Mass Grading portion of this project totals \$1,445,398; this is still significantly below the original Engineer's estimate of probable cost of \$3,265,275.

RECOMMENDATION:

Make a motion to approve payment of the Boulder Change Order as submitted by Haupt Construction, in an amount of \$129,250.

ATTACHMENTS:

Terracon's Supplemental Geotechnical Report
GBA's Glacial Moraine follow-up letter
Haupt Construction Change Order

cc: Anna Krstulic, City Attorney
Dan Porter, Assistant City Manager
File

August 30, 2017

City of Tonganoxie
526 East 4th Street
Tonganoxie, Kansas 66086

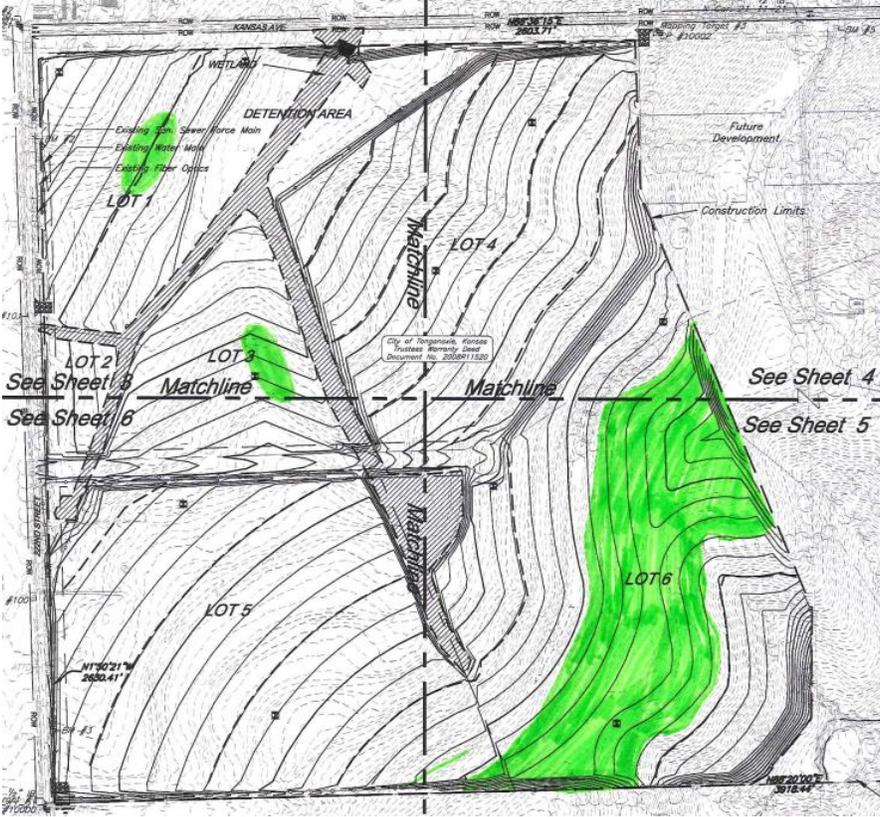
c/o: Mr. Harland Russell – GBA

Re: Geotechnical Memorandum
Tonganoxie Business Park
Tonganoxie, Kansas
Terracon Project No. 02171174

Dear Mr. Russell:

Terracon Consultants, Inc. (Terracon) performed a subsurface exploration and submitted a Geotechnical Engineering Report for the proposed Tonganoxie Business Park (Terracon Project No. 02165345, report dated November 22, 2016).

During mass grading operations at the site, glacial boulders were encountered within the highlighted areas shown in the figure below.



Terracon Consultants, Inc. 13910 W 96th Terrace Lenexa, KS 66215
P [913] 492 7777 F [913] 492 7443 terracon.com

Geotechnical Memorandum 1

Tonganoxie Business Park ■ Tonganoxie, Kansas
August 30, 2017 ■ Terracon Project No. 02171174



The largest deposit of glacial boulders was encountered within the southeast quadrant of the site in an approximately 150 feet wide band. The boulders were found within two feet of the ground surface to depths as deep as fourteen feet (the deepest cut in the area). The boulders range in size from 6 inches to up to 4 feet maximum dimension and generally become larger with increasing depth. Two smaller deposits of glacial boulders were also encountered within the northwest quadrant of the site.

Discussion

Glacial deposited soils are typical in Northeast Kansas. Glacial soils consist of mostly clay with sand and gravel that occur in both lenses and sporadically throughout the clay matrix. Cobbles and boulders within the clay matrix are also common, but infrequent. Less common in Northeast Kansas are glacial moraines, which include deposits of cobbles and boulders at the leading edge of a glacier that are deposited where the glacier begins to recede. Glacial moraines are largely absent in Kansas due to the long periods of erosion that have taken place since the Kansan (pre-Illinoian) glacier receded. The glacial moraine encountered on this site is relatively rare in this area.

In areas where this material is to be cut, mass grading equipment, such as scrapers, will have difficulty removing the soil/boulder matrix. These boulders are mostly composed of granite or quartzite, and are much harder than limestone typically encountered in the area. Boulders will have to be broken down (if possible) and removed individually as encountered. This process requires more time and effort and will lead to more cost than typical mass grading efforts in clay soils.

Closing

The information in this letter is intended to supplement the information in our referenced geotechnical report, and this letter should be considered part of that report. The recommendations in our original report remain valid. The qualifications and limitations stated in our geotechnical report apply to this letter.

If you have any questions regarding this letter, or if we may be of further assistance to you, please contact us.

Sincerely,

Terracon Consultants, Inc.

Kevin D. Friedrichs, P.E.
Project Engineer

Kole C. Berg, P.E.
Senior Associate



9801 Renner Boulevard
Lenexa, KS 66219

January 28, 2019

Mr. George Brajkovic
City Manager
City of Tonganoxie
526 E. 4th Street
Tonganoxie, KS 66086

SUBJECT: Geotechnical Engineering Findings
Tonganoxie Business Park
Tonganoxie, Kansas

George,

The City retained Terracon Consultants, Inc. to perform a subsurface exploration for areas of the Tonganoxie Business Park. They submitted a "Geotechnical Engineering Report" for the proposed park as Terracon Project No. 02165345, dated November 22, 2016.

Based on our understanding of the report and anticipated grades proposed for the park, little or no rock excavation was expected for the grading efforts. Thus, the project was bid "unclassified". This is a bidding method that establishes a single unit price for the differing types of materials to be encountered for a project. It is typically used when a specific unit price for rock excavation is not desired. Based on presented geotechnical information, there was not enough evidence to support a reasonable expectation of rock to be encountered.

During the project, rock boulders were encountered. We requested that Terracon review the conditions and offer opinion as to what materials were being encountered in the field. Terracon subsequently provided a letter (dated August 30, 2017) to supplement the original report. In this letter Terracon acknowledges that glacial boulders were being encountered on the project site. The letter goes on to define the boulders as part of a glacial moraines. Glacial moraines include both cobbles and boulders that occur at leading edge of the glacier as it begins to recede. The letter concludes that the glacial moraine encountered on this site is relatively rare in this area.

The presence of these rare boulders was not anticipated nor considered within the original bidding documents. If this information had been presented prior to bidding, we would have requested a separate bid line item for the excavation of these types of materials. These items would have been quantified during construction and subsequent compensation consideration made on the quantities of boulders encountered.

Based upon the findings during construction and clarified by the geotechnical engineer with respect to rarity of the materials encountered, we believe that the contractor has a reasonable request for a change order to deal with the processing of the boulders on the site as they were encountered.

Please let us know if we can be of any other assistance in this matter

Harland Russell
Site Development Specialist

Brad Burton, P.E.
Senior Associate



QUOTE NO

TONGA

19951 W. 207th Street
 PO Box 428
 Spring Hill, KS 66083
 Phone: (913) 686-4411
 Fax: (913) 686-4416

TO City of Tonganoxie
 526 E 4th Street
 Tonganoxie, KS 66086

QUOTE DATE	VALID THRU	FOR	PAGE
9/26/2017	1/2/2018	CO Due to Rock Boulders in Cut	1

Change order due to boulders in cut.

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED
Off Road Dump Truck	100.00HR	250.00HR	25,000.00 *
Off Road Dump Truck	100.00HR	250.00HR	25,000.00 *
Rental of Volvo Excavator 3 Months	1.00LS	20000.00LS	20,000.00 *
CAT D8N Dozer	150.00HR	240.00HR	36,000.00 *
Excavator w/ Breaker	75.00HR	310.00HR	23,250.00 *

* means item is non-taxable

TOTAL AMOUNT 129,250.00



Office of the City Manager
AGENDA STATEMENT

DATE: July 1, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Tweedy
SUBJECT: CMB application for Casey's General Store – 500 West Street

DISCUSSION:

Attached is an application for a CMB license for Casey's General Store – 500 West Street. Casey's General Store currently holds a CMB license for the company's present location, 220 West Street. This application is for the location currently under construction at 500 West Street. Per the regulations enacted by the State of Kansas Department of Alcoholic Beverage Control, Casey's General Store is required to apply for a new CMB license for their new location. The present license will not transfer. Casey's General Store will also be required to complete a renewal application in late 2019 to obtain a license effective in 2020.

Public Safety staff reviewed the application and didn't report any concerns with the issuance of a license at this new location.

BUDGET IMPACT:

A portion of the revenue received from a CMB license is remitted to the State of Kansas and the remainder is credited to the City's General Fund. The General Fund's budget anticipates this revenue each year, even though it makes up a very small portion of total revenue collected in the General Fund.

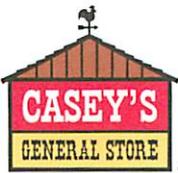
RECOMMENDATION:

Make a motion to approve the CMB license for Casey's General Store to sell retail cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

ATTACHMENTS:

CMB Application – Casey's General Store

cc: George Brajkovic, City Manager
Anna Krstulic, City Attorney
Dan Porter, Assistant City Manager
File



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021 • 515-965-6100

June 19, 2019

Melanie Tweedy
City of Tonganoxie
PO Box 326
Tonganoxie, KS 66086

Dear Melanie,

Please find enclosed payment and completed application for a CMB license for our new Casey's General Store #3780. This store is expected to open on 10/17/19. Please let me know if we are required to have a representative attend the public hearing for approval of our license. Also, let me know if there's anything else you need from me.

If you have any questions, please contact me at (515) 381-4764 or email me at jamie.dietrich@caseys.com.

Sincerely,

Jamie Dietrich

Jamie Dietrich, Store Operations
Casey's General Stores

*Process
new CMB
& submit to
state*

*785-296-7733
CMB CONTACT
Dorothy
LM 6/24
LM 6/26*

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of TONGANOXIE

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-201025921F-01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation CASEY'S RETAIL COMPANY		Principal Place of Business ONE SE CONVENIENCE BLVD	
Corporation Street Address ONE SE CONVENIENCE BLVD, PO BOX 3001		Corporation City ANKENY	State IA
		Zip Code 50021	
Date of Incorporation 04/14/04	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name C T CORPORATION SYSTEM		Phone No. 785-233-5517	
Residence Street Address 112 SW 7TH ST, SUITE 3C		City TOPEKA	State KS
		Zip Code 66603	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name CASEY'S GENERAL STORE #3780	Name CASEY'S RETAIL COMPANY, ATTN: JAMIE DIETRICH
Business Location Address 500 WEST ST	Address PO BOX 3001
City TONGANOXIE, KS 66086	City ANKENY, IA 50021
State KS	State IA
Zip 66086	Zip 50021
Business Phone No. 913-845-2709	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) CASEY'S RETAIL COMPANY	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% OR MORE OF CORPORATE STOCK			
Residence Street Address		City	State
		Zip Code	
Spouse Name			
Residence Street Address		City	State
		Zip Code	
Name			
Residence Street Address		City	State
		Zip Code	
Spouse Name			
Residence Street Address		City	State
		Zip Code	
Name			
Residence Street Address		City	State
		Zip Code	
Spouse Name			
Residence Street Address		City	State
		Zip Code	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent.

 Yes No

If yes, provide the following:

Manager/Agent Name
PAMELA MCCORMACKPhone No.
515-965-6555 X16500Date of Birth
01/05/56Residence Street Address
1305 OTOE STCity
MARYSVILLEZip Code
66508**Manager or Agent Spousal Information***Spouse Name
N/A

Phone No.

Date of Birth

Residence Street Address

City

Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:

(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

 Yes No

Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:

(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.

 Yes No

All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.

 Yes No**SECTION 7 – DURATION OF SPECIAL EVENT**

Start Date

Time

 AM PM

End Date

Time

 AM PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Julia J. Jackowski DATE 06/18/19

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET, TOPEKA, KS 66612.

* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Clear Form



Office of the City Manager
AGENDA STATEMENT

DATE: July 1, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consideration of Request to Waive Special Event Permit fee for Plein Air Art Fest Event in 2019

DISCUSSION:

For consideration, the newly formed Tonganoxie Arts Council has submitted a request to waive the Event permit Fees for the 2019 Plein Air Art Fest.

Per City Code, Section 33-102 B. defines Non-Profit Group as the following: any person(s), partnership, association, non-profit corporation, a 501(c)(3) corporation, or other group that does not distribute its surplus funds to its owners, shareholders or members, and whose activities are conducted for charitable, civic, or humanitarian motives, or for the benefit of others, and not for the private gain of any individual or group and may include, but shall not be limited to, patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, cultural, charitable, scientific, historical, athletic, or medical activities.

Thus, the Tonganoxie Arts Council would be considered a Non-profit.

Additionally, Section 33-014 C. allows for fees to be waived for the following: Charitable not-for-profit organizations and governmental agencies are exempt from fees in this section, regardless if street closure(s) is required.

Therefore, Staff would recommend waiving the Special Event Fee.

BUDGET IMPACT:

The expected fee as associated with this event would be \$250; although City staff don't budget heavily for this as part of expected revenues.

RECOMMENDATION:

Make a motion to approve waiving the Event Permit Fee for the Plein Air Art Fest Event in 2019.

ATTACHMENTS:

Special Event Application

cc: Anna Krstulic, City Attorney
Dan Porter, Assistant City Manager
File



Tonganoxie Arts Council, Inc.
TonganoxieArtsCouncil@gmail.com
Facebook@Tonganoxie Arts Council

Wednesday, June 26, 2019

Re: Funding for Tonganoxie Arts Council

Dan Porter
Assistant City Manager
Tonganoxie City Hall
526 E. 4th Street
Tonganoxie, Kansas 66086

Dear Mr. Porter:

Please find enclosed a Budget Request for the Tonganoxie Arts Council, Inc. (TAC) for the 2020 budget year. We are requesting \$5,000.00 from the City to help fund two events next year. TAC is a not-for-profit corporation recently formed in the state of Kansas. We are in the process of applying for 501(c)(3) status from the Internal Revenue Service.

I have also enclosed a Sponsorship Request for the 2019 Plein Air Art Fest. Although, I understand that the budget for 2019 has already been set and allocated, I am hopeful that the City will be able to find the funds to help us out with this event.

I have also enclosed a permit request for the Plein Air Art Fest. We are in the process of securing a copy of our event insurance certificate and will provide that to you as soon as possible.

In summation, we are requesting that the special event permit application be approved, the permit fee be waived, that the City become a sponsor of the 2019 Plein Air Art Festival at one of the sponsorship levels provided and that the City budget to provide funding for TAC in the amount of \$5,000.00 in its 2020 budget.

I understand that we are on the July 1, 2020 agenda to discuss these requests. Thank you.

Very truly yours;

Keyta D. Kelly
Tonganoxie Arts Council



CITY OF TONGANOXIE

Special Event Permit Application

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

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

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

EVENT GENERAL INFORMATION

Name of Event: Tonganoxie Plein Air Art-Fest

Start date of Event: Aug 28-31st Main Event - 31st

End date of Event: 31st of August

Event Hours: Main Event - 10am - 8pm

Type of Event: Commercial Private Non-Profit Application still in process

Application Fees:

No booths or tents	\$50.00	<input type="checkbox"/>
With booths and/or tents	\$250.00	<input checked="" type="checkbox"/>
With City services one day	\$250.00	<input type="checkbox"/>
With City services two days	\$500.00	<input type="checkbox"/>
With City services three days or more	\$1,000.00	<input type="checkbox"/>

Will this event be open to the general public? Yes No

If 'No', who will be invited? yes

Description of Event: Plein Air Art Festival - showcasing outdoor artists that paint the outdoors in short time & judged - will include art vendors and street performers coinciding with the sunflower stroll

Location(s) of Event (Include addresses): Downtown Tonganoxie - 800 Block

Parades: Additional Requirements: Attach Diagram of Route

Estimate # of People Walking: N/A # of Motor Vehicles: N/A

Estimate # of Floats: N/A # of Bands: N/A

Estimate # of Horses: N/A Other Special Activities: (describe) _____

CITY SERVICES REQUESTED

Police Escort	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers/Cars requested	<u>0</u>
Police Security	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers requested	<u>0</u>
Police Traffic Control	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers requested	<u>0</u>
Fire Department Standby:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	How many?	_____
Fire Department Burn Permit	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	(Burn permits are available at the Fire Station)	
Public Works Street Barricades:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		

Street closures requested

Names of Streets or Intersections	Dates	Times
<u>4th + Burd</u>	<u>Aug 31st</u>	<u>1pm - 8pm</u>
<u>4th + Delaware</u>		

Other City Services Requested: _____

(List types requested, when and where) _____

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

Village Event Venue 528 E 4th

Anticipated Attendance: Event Total 300 Per day _____ Per Week _____

Will food be offered for sale?

Yes

No

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

Estimate the number of food vendors under this permit.

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

Location of vendors/booths/stalls/tents

Between 4th + Bury + 4th + Arad
Artist Tents Delaware

Will public advertising be used?

SIGNAGE

Yes No

What type of public advertising?

Street banner

Sandwich Signs

Other

Where will these signs be displayed?

yes

When will the signs be displayed?
(Beginning and ending date)

Downtown Business District - week of

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

Name: Rachel Kelly

Number: 913-683-4969

Attach sample sign copy to this application for approval. Include sign materials, dimensions, lighting, and attachment details as appropriate. (small banners only - sponsorship + welcoming)

TEMPORARY FACILITIES

Number and location of any temporary toilets

N/A

Number and location of any temporary water facilities

N/A

CONTACT INFORMATION

Primary Event Contact Name

Rachel Kelly

Address

512 E 4th Tonganoxie, KS 66086

Primary Phone

913-683-4969

Secondary Phone

913-845-8780

Secondary Event Contact Name

Leigh Coffman

Address

Primary Phone

913-915-0575

Secondary Phone

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

Rachel Kelly
Signature of Applicant

6-17-19
Date

Required materials needed to file this application:

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

Insurance being provided for one time event - still waiting on certificate.



2019 PLEIN AIR ART FEST SPONSORSHIP REQUEST

EXECUTIVE SUMMARY

The Tonganoxie Arts Council (TAC) is hosting its inaugural event on August 28th through the 31st - *the 2019 Plein Air Art Fest!* En plein air (French pronunciation: [ɑ̃ plɛn ɛːʁ], French for outdoors, or **plein air** painting) is the act of painting outdoors. This method contrasts with studio painting or academic rules that might create a predetermined look. The 2019 Plein Air Art Fest will become an annual event sponsored by TAC. It is designed to bring plein air art and artists to the community of Tonganoxie to paint our town and scenery. Prizes will be awarded for Best in Show among other categories. The festival will feature several plein air paint outs, exhibitions, art booths, and street performers. It will coincide with the TBA Sunflower stroll which will feature craft booths, a street dance, food vendors and a car and engine show. Production of the 2019 Plein Air Art Festival will cost approximately \$5,000.00. We are requesting your company be a sponsor of the 2019 Plein Air Art Fest.

ORGANIZATION INFORMATION

Name: Tonganoxie Arts Council

Mission: The Tonganoxie Arts Council (TAC) is the collective voice for the arts. We work to advance a thriving arts community in Tonganoxie and act as a catalyst for the enrichment of cultural life by delivering resources, providing educational opportunities, presenting art forms, promoting artists and art groups, developing innovative collaborations, fostering creativity in the community, and guiding advancement of the arts.

Vision: We envision the Tonganoxie area as a region where the arts inspire our innovative spirit, celebrate our rich cultural diversity, recognize our valuable history, and encourage our individual and community involvement.

Guiding Principles: We believe that:

- The arts improve our lives.
- The arts articulate, preserve, and perpetuate our shared history and culture.
- The arts should reflect a diverse community.
- Every citizen should have the opportunity to engage in arts experiences.
- A community that invests in the arts benefits from the arts economically, culturally and socially.
- All artists and arts forms, both emerging and existing, deserve respect and encouragement.
- Collaborative, trusting, and respectful relationships with community leaders, artists and the public are essential.
- Arts information needs to be comprehensive and accessible.
- A cohesive arts community thrives best with the leadership of a dedicated arts council.

STATEMENT OF NEED

TAC recognizes that in order to enrich the cultural lives of our residents we must provide educational opportunities, present art forms, promote artists and art groups, develop innovative collaborations, fostering creativity in the community, and guide advancement of the arts. The 2019 Plein Air Art Fest is a first step towards this goal.



SPONSORSHIP OPTIONS

2019 PLEIN AIR ART FEST UNDERWRITING SPONSOR (EXCLUSIVE)..... \$2,000

The underwriting sponsor of the 2019 Plein Air Art Fest will be recognized as the major corporate sponsor of this inaugural event. In addition, the underwriting sponsor:

- will receive a "pre-purchase coin" worth \$300 towards a painting of your choice at the final awards ceremony.
- will be identified on signage as the official underwriting sponsor of the 2019 Plein Air Art Fest
- will be listed on the official poster and any other advertising material as the official underwriting sponsor.
- will have the opportunity to use the 2019 Plein Air Art Fest logo in your advertising
- will receive a 2019 Plein Air Art Fest commemorative poster (a \$25 value)

2019 PLEIN AIR ART FEST PREMIUM SPONSOR\$1,000 - \$1,999

The 2019 Plein Air Art Premium Sponsors will be recognized as a major corporate sponsor of the event. In addition, the premium sponsors:

- will be identified on signage as a premium sponsor of the 2019 Plein Air Art Fest
- will be listed on the official poster and any other advertising material as a premium sponsor.
- will have the opportunity to use the 2019 Plein Air Art Fest logo in your advertising
- will receive a 2019 Plein Air Art Fest commemorative poster (a \$25 value)

2019 PLEIN AIR ART FEST GOLD SPONSOR\$500 - \$999

The 2019 Plein Air Art Fest Gold sponsors will be recognized as sponsors of the event. In addition, the gold sponsors:

- will be identified on signage as a Gold Sponsor of the 2019 Plein Air Art Fest
- will have the opportunity to use the 2019 Plein Air Art Fest logo in your advertising
- will receive a 2019 Plein Air Art Fest commemorative poster (a \$25 value)

2019 PLEIN AIR ART FEST SILVER SPONSOR\$250 - \$499

The 2019 Plein Air Art Fest Gold sponsors will be recognized as sponsors of the event. In addition, the silver sponsors:

- will be identified on signage as a Silver Sponsor of the 2019 Plein Air Art Fest
- will have the opportunity to use the 2019 Plein Air Art Fest logo in your advertising

2019 PLEIN AIR ART FEST SUPPORTER\$50 to \$249

The 2019 Plein Air Art Fest Supporters will be recognized as supporters of the event. In addition, the supporting sponsors:

- will be identified on signage as a supporter of the 2019 Plein Air Art Fest

2019 PAINT MY PLACE SPONSORSHIP (LIMIT 4)\$375

- The 2019 Plein Air Art Fest Paint My Place Sponsors will receive their choice of paintings of a site designated by the sponsor (for example your place of business, your home, your favorite place, downtown Tonganoxie, etc.) – the site must be within a 15 mile radius of Tonganoxie.
- will be identified on signage as a supporter of the 2019 Plein Air Art Fest



Tonganoxie Arts Council 2019 PLEIN AIR ART FEST

CORPORATE REPLY FORM

We would like to be a 2019 Plein Air Art Fest corporate sponsor at the level checked below:

- 2019 Plein Air Art Fest Underwriting Sponsor (Exclusive).....\$2,000
- 2019 PLEIN AIR ART FEST PREMIUM SPONSOR\$1,000 - \$1,999
- 2019 PLEIN AIR ART FEST GOLD SPONSOR\$500 - \$999
- 2019 PLEIN AIR ART FEST SILVER SPONSOR\$250 - \$499
- 2019 PLEIN AIR ART FEST SUPPORTER\$50 to \$249
- 2019 PAINT MY PLACE SPONSORSHIP (LIMIT 4)\$375

Business

Name _____

Contact _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

Our check is enclosed for our sponsorship

Please invoice us for our sponsorship

Checks should be made payable to: Tonganoxie Arts Council
512 East Fourth Street
Tonganoxie, KS 66086

If you have questions please contact Rachel Kelly at the (913) 845-8780 or Leigh Coffman at (913) 915-0575

Library Project Budget Report - As of 2019-06-27

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