



\*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 September 3, 2019

**III. Consent Agenda**

- a) Review bill payments

**IV. Open Agenda**

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

**V. Old Business**

**VI. New Business**

- a) New Public Library Project Update by JE Dunn
- b) Resolution 09-19-01: Authorizing Contract with Harbour Construction, Inc. for the 2019 Chip Seal Street Maintenance Project
- c) Ordinance 1474: Authorizing Consumption of Alcohol at Marketing Event Held at Tonganoxie Business Park
- d) Ordinance 1475: Amending Solid Waste Rates Effective for the December 1, 2019 Billing Cycle
- e) City Manager Agenda
  - 1. Urgent Needs Grant Update
  - 2. Library Project Update
  - 3. Request for Approval of Disposition of City Property
  - 4. August 2019 Financial Report
- f) City Attorney Agenda
- g) Mayor Pro Tem Agenda
- h) City Council Agenda
- i) Mayor Agenda

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

**VIII. Adjourn**

City Council Meeting Minutes  
September 3, 2019  
7:00 Regular Meeting

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

- Mayor Ward opened the meeting at 7:00 PM with the Pledge of Allegiance.
- Roll Call: Council members present were Mayor Ward, Mr. Himpel, Mr. Oroke, Ms. Stevens, Mr. Bennett, and Ms. Patterson. City Manager George Brajkovic, City Attorney Anna Krstulic, and Assistant City Manager Dan Porter were also in attendance.

**II. Approval of Minutes –Regular meeting dated August 19, 2019**

- Ms. Patterson asked that the minutes be amended to reflect her comments about the concerns she had heard from members of the community about the codes issues; specifically, to replace "instead of" with "and" in her comment in the 4<sup>th</sup> paragraph on the second page of the minutes.
- **Mr. Himpel made a motion to approve the minutes from the regular meeting dated August 19, 2019 with the revision requested by Ms. Patterson.**
- **Ms. Patterson seconded.**
- **Vote of all ayes, motion carried.**

**III. Consent Agenda**

a) Review bill payments

- Mr. Himpel asked for more detail about the payment made to Boundtree Medical.
- Mr. Brajkovic provided that the purchase in the most recent check report included purchase of a replacement for expiring AED batteries.
- Mr. Oroke asked what the payment for over \$15,000 to BG Consultants included.
- Mr. Porter offered that over half of the payment amount reflected in the check report was payment for construction observation activities completed by the City Engineer on ongoing construction projects, and that these costs will be reimbursed by the developers in each project.
- **Ms. Stevens made a motion to approve the consent agenda.**
- **Ms. Patterson 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.

- Monica Gee, 612 E 4<sup>th</sup> Street (Business Location), addressed the City Council and submitted her donation of a paint-my-place painting that was selected by members of the public at the Tonganoxie Sunflower Stroll & Plein Air Art Festival last weekend. She also submitted an additional painting of the old City Hall building that was donated by the Tonganoxie Business Association to the City.
- Mayor Ward thanked Ms. Gee for her generosity in donating the painting and complimented the painting.
- No other members of the public provided comments.

## V. Old Business

### a) Discussion Regarding Chapter XIV of the City Code Including Section 14-206. PARKING ON UNPAVED SURFACES IN CERTAIN AREAS PROHIBITED and Section 14-209. PARKING IN RESIDENTIAL AREAS

- Mr. Brajkovic introduced the item and provided a presentation on the regulations in the City Code relating to parking on unpaved surfaces and parking in residential areas.
- Mayor Ward reiterated that the last point of the most recent discussion on this topic was that we need to ensure we are clear in the messaging of what aspect of regulation is being considered for possible change.
- Mr. Oroke commented that Article 3 of the existing City Code related to junked vehicles needs to be enforced now.
- Mr. Himpel shared that his concerns include whether the right of way and easements are included in the concept of the street and parking controls. He stated that the right of way needs to be clean in order to protect public safety and allow access when necessary. He added that overweight vehicles being parked overnight on City streets needs to be enforced, as well as junked vehicles.
- Mr. Brajkovic described City staff's current approach to considering the extent of due process rights that need to be provided throughout the code enforcement and municipal court process.
- Mr. Bennett asked that City staff share numbers of code enforcement activity and municipal court activity related to City Code issues, as well as more information about other communities and how they approach the issue.
- Ms. Patterson commented that it is important to remember that parking on unimproved surfaces is the important concern that needs to be the focus of the City Council's policy discussion, including defining property rights.
- Ms. Stevens stated that she wishes to focus on what regulations we have currently instead of making adjustments. She noted that she knows citations are currently being issued at a greater rate.
- Jamie Lawson addressed the City Council and expressed concern with the approach and amount of time taken to evaluate changes to the City Code in response to his concerns.
- Ms. Stevens shared that it is important to ensure that the City Council has adequate time for discussion and that the public has ample opportunity to share input.
- Mr. Bennett reiterated that there is a need to balance concerns with appearance with the restrictions of some properties, especially in the older parts of town.
- Ms. Stevens stated that she prefers the enhanced enforcement efforts to have more opportunity to address issues.
- Mr. Oroke stated that he does not have concerns with allowing parking on gravel surfaces.
- Mr. Bennett commented that he believes there needs to be some resolution on this issue by the end of the year.
- Ms. Patterson stated that her focus is on determining where vehicles may be parked, and that it is important to consider potential impact on storm water issues as well.
- Mr. Oroke agreed that the focus should be on location of parking.
- Mr. Brajkovic commented that he believed he has direction from the City Council to develop a proposed policy to consider at a future meeting to control parking on unimproved surfaces in a consistent and enforceable manner without large numbers of exceptions.

### b) Consideration of Draft Tonganoxie Public Library Lease Term Sheet

- Mr. Brajkovic introduced the item.
- Mayor Ward asked to change the occupancy date to March 1, 2020.
- Mr. Bennett commented that the question of maintenance responsibility needs to be considered.

- Ms. Patterson stated that the Library Director position should not be expected to have experience working with contractors to complete this type of work.
- Mr. Bennett commented that he was in favor of keeping the maintenance and upkeep responsibilities as assigned in the current version of the document.
- Mayor Ward stated that consistency is key to running operations efficiently.
- Mr. Brajkovic elaborated on public works staff responsibilities and time commitments to street clearing and other City facilities during winter weather events.
- Mr. Himpel stated that he agreed with the expectation that the Library should arrange for maintenance of the building if the lease terms are for no rent to be paid.
- **Mr. Himpel made a motion to authorize staff to present the draft Lease Term Sheet to the Tonganoxie Library Board for consideration with the edit of the occupancy date to March 1, 2020 and revising the maintenance and repair section to assign the Library the responsibility for completion or contracting of those activities.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motioned carried.**

## VI. New Business

### a) Consideration of Salt Purchase Request

- Mr. Brajkovic introduced the item.
- **Ms. Stevens made a motion to authorize staff to purchase salt supplies for an amount not to exceed \$4,991.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motioned carried.**

### b) City Manager Agenda

#### 1. Urgent Needs Grant Update

- Mr. Brajkovic provided an update on the submission for the grant and stated that the City's application was in the queue for review.

#### 2. Library Project Update

- Mr. Brajkovic provided an update on the progress of the project and noted that the slab had been poured the previous week and the pre-engineered metal building was expected tomorrow morning.

#### 3. 2019 Sales and Use Tax Report

- Mr. Porter provided a sales and use tax report to the City Council with data about sales and use tax collection trends and the utilization approach to the City's share of local sales tax.

### c) City Attorney Agenda

### d) Mayor Pro Tem Agenda

- Mr. Himpel commented that several crosswalks in the City require maintenance attention and asked if the Planning Commission meetings were going to be televised.
- Mr. Brajkovic stated that staff were currently working through an issue with the adherence of paint used for updating crosswalks and that we hope to be able to improve the appearance in a timely fashion. He also stated that the Planning Commission meetings were not currently recorded.

### e) City Council Agenda

- Ms. Patterson commented that she spoke with the high school principal Mr. Farrar who shared that he still has a group of students that would be willing volunteers for those in need of assistance to complete property maintenance.

- Ms. Stevens shared that the Sunflower Stroll and Plein Air Art events were a huge success and she complimented the efforts of the organizers and volunteers.
- Mr. Oroke asked that staff work to ensure that infrastructure maps and inventories are updated and stored by the City in electronic files.
- Mr. Himpel thanked the organizers of the art festival and commented on the large amount of talent he observed at the event.

f) Mayor Agenda

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

### **VIII. Adjourn**

- **Ms. Patterson made a motion to adjourn the meeting.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried. Meeting Adjourned at 9:04 PM.**

Respectfully submitted,

Dan Porter, Assistant City Manager



City of Tonganoxie, KS

Date Range: 08/28/2019 - 09/12/2019

| Vendor Number                     | Vendor Name                          | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|--------------------------------------|--------------|--------------|-----------------|----------------|--------|
| <b>Bank Code: AP Bank-AP Bank</b> |                                      |              |              |                 |                |        |
| 0250                              | HONEYCREEK DISPOSAL SERVICE          | 09/06/2019   | Regular      | 0               | 27238.59       | 46652  |
| 1089                              | Timothy G Manson                     | 08/30/2019   | Regular      | 0               | 17043.74       | 46638  |
| 0671                              | WESTAR ENERGY                        | 09/06/2019   | Regular      | 0               | 13281.74       | 46665  |
| 1068                              | Stinson LLP                          | 08/30/2019   | Regular      | 0               | 4032.95        | 46637  |
| 0579                              | SECURITY BENEFIT - 457               | 09/06/2019   | Regular      | 0               | 3230.23        | 46663  |
| 0224                              | HAMM QUARRIES & LANDFILL             | 09/06/2019   | Regular      | 0               | 2697.75        | 46651  |
| 0189                              | FIRST STATE BANK & TRUST             | 08/30/2019   | Regular      | 0               | 2524           | 46624  |
| 0136                              | DELTA DENTAL PLAN OF KANSAS,IN       | 09/06/2019   | Regular      | 0               | 2393.4         | 46647  |
| 0826                              | ANNA WOLF                            | 09/06/2019   | Regular      | 0               | 2220           | 46643  |
| 0959                              | OFFICE OF THE KANSAS STATE TREASURER | 09/06/2019   | Regular      | 0               | 1663.63        | 46660  |
| 0491                              | OLATHE WINWATER WORKS                | 09/06/2019   | Regular      | 0               | 1558           | 46661  |
| 0555                              | RICOH USA, INC.                      | 08/30/2019   | Regular      | 0               | 1482.69        | 46635  |
| 0198                              | FRANK ROBISON                        | 09/06/2019   | Regular      | 0               | 1400           | 46649  |
| 0522                              | POLYDYNE INC                         | 08/30/2019   | Regular      | 0               | 1201.68        | 46633  |
| 0642                              | USPS                                 | 09/06/2019   | Regular      | 0               | 1146           | 46664  |
| 0348                              | KBI                                  | 09/06/2019   | Regular      | 0               | 800            | 46656  |
| 0224                              | HAMM QUARRIES & LANDFILL             | 08/30/2019   | Regular      | 0               | 646.13         | 46625  |
| 0503                              | PACE ANALYTICAL SERVICES INC         | 08/30/2019   | Regular      | 0               | 602            | 46632  |
| 0596                              | GEOFF SONNTAG                        | 09/06/2019   | Regular      | 0               | 600            | 46650  |
| 0677                              | WILLIAM PRAY                         | 09/06/2019   | Regular      | 0               | 600            | 46666  |
| 0031                              | ASPHALT SALES COMPANY INC            | 09/06/2019   | Regular      | 0               | 546.64         | 46644  |
| 0080                              | CARTER WATERS                        | 09/06/2019   | Regular      | 0               | 531.47         | 46646  |
| 0229                              | HAYNES EQUIPMENT CO                  | 08/30/2019   | Regular      | 0               | 507.42         | 46626  |
| 0115                              | CONRAD FIRE EQUIPMENT, INC.          | 08/30/2019   | Regular      | 0               | 502.99         | 46623  |
| 0651                              | USA BLUE BOOK                        | 08/30/2019   | Regular      | 0               | 495.95         | 46640  |
| 0249                              | HONEYBEE SEPTIC SERVICE              | 08/30/2019   | Regular      | 0               | 450            | 46628  |
| 0661                              | VISION SERVICE PLAN                  | 08/30/2019   | Regular      | 0               | 415.68         | 46642  |
| 0399                              | LEAVENWORTH ASPHALT MATERIALS        | 09/06/2019   | Regular      | 0               | 294            | 46657  |
| 0857                              | MIDCONTINENT COMMUNICATIONS          | 09/06/2019   | Regular      | 0               | 269.58         | 46659  |
| 0732                              | METLIFE - GROUP BENEFITS             | 08/30/2019   | Regular      | 0               | 213.48         | 46631  |
| 0410                              | LIBERTY NATIONAL                     | 09/06/2019   | Regular      | 0               | 206.42         | 46658  |
| 1021                              | Katherine Kelly                      | 09/06/2019   | Regular      | 0               | 200            | 46655  |
| 0802                              | LED DIRECT                           | 08/30/2019   | Regular      | 0               | 192            | 46630  |
| 0166                              | EMERGENCY REPORTING                  | 09/06/2019   | Regular      | 0               | 181.33         | 46648  |
| 0656                              | VERIZON WIRELESS                     | 08/30/2019   | Regular      | 0               | 178.95         | 46641  |
| 0496                              | KANSAS ONE CALL CONCEPTS             | 09/06/2019   | Regular      | 0               | 160.8          | 46654  |
| 0243                              | HIMPEL LUMBER & BUILDING SUPPL       | 08/30/2019   | Regular      | 0               | 156.25         | 46627  |
| 0111                              | COLEMAN EQUIPMENT INC                | 08/30/2019   | Regular      | 0               | 137.04         | 46622  |
| 0542                              | QUILL                                | 08/30/2019   | Regular      | 0               | 135.42         | 46634  |
| 0562                              | S & S AUTOMOTIVE                     | 08/30/2019   | Regular      | 0               | 117.48         | 46636  |
| 0362                              | KIMBALL MIDWEST                      | 08/30/2019   | Regular      | 0               | 115            | 46629  |
| 0034                              | AT&T ACCESS TRANSPORT SERVICES       | 09/06/2019   | Regular      | 0               | 74.49          | 46645  |
| 0330                              | KANSAS GAS SERVICE                   | 09/06/2019   | Regular      | 0               | 35.57          | 46653  |
| 0555                              | RICOH USA, INC.                      | 09/06/2019   | Regular      | 0               | 29.96          | 46662  |
| 0628                              | TODD'S TIRE LLC                      | 08/30/2019   | Regular      | 0               | 16             | 46639  |

**Bank Code AP Bank Summary**

| <b>Payment Type</b> | <b>Payable<br/>Count</b> | <b>Payment<br/>Count</b> | <b>Discount</b> | <b>Payment</b> |
|---------------------|--------------------------|--------------------------|-----------------|----------------|
| Regular Checks      | 60                       | 45                       | 0.00            | 92,526.45      |
| 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           |
|                     | <hr/>                    | <hr/>                    | <hr/>           | <hr/>          |
|                     | 60                       | 45                       | 0.00            | 92,526.45      |

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount | Payment   |
|----------------|------------------|------------------|----------|-----------|
| Regular Checks | 60               | 45               | 0.00     | 92,526.45 |
| 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      |
|                | 60               | 45               | 0.00     | 92,526.45 |

## Fund Summary

| Fund | Name                 | Period | Amount   |
|------|----------------------|--------|----------|
| 998  | Gen Fund-Pooled Cash | 8/2019 | 31166.85 |
| 998  | Gen Fund-Pooled Cash | 9/2019 | 61359.6  |
|      |                      |        | 92526.45 |

### Library Project Budget Report - As of 2019-09-13

| Land Acquisition Costs  | Budget           | Actual Costs Incurred | Balance Remaining |
|---|------------------|-----------------------|-------------------|
| Land Purchase   | 195,149.00       | 192,921.94            | 2,227.06          |
| Geotech   | 7,500.00         | 3,250.00              | 4,250.00          |
| Special Inspections   | 35,000.00        | -                     | 35,000.00         |
| Topographical Survey  | 3,500.00         | -                     | 3,500.00          |
| <b>Subtotal Land Acquisition Liabilities</b>                        | <b>241,149</b>   | <b>196,172</b>        | <b>44,977</b>     |
| Pre-Construction, Design, and Construction Liabilities - JE Dunn    | Budget           | Actual Costs Incurred | Balance Remaining |
| SAPP Design and Preconstruction JE Dunn                             | 386,000.00       | 363,255.00            | 22,745.00         |
| Construct and Equip Library Facility (Design-Build Contract)        | 3,122,851.00     | 519,122.00            | 2,603,729.00      |
|   |                  | -                     | -                 |
|   |                  | -                     | -                 |
| <b>Subtotal Pre-Construction &amp; Design Liabilities - JE Dunn</b> | <b>3,508,851</b> | <b>882,377</b>        | <b>2,626,474</b>  |
|   | Budget           | Actual Costs Incurred | Balance Remaining |
| <b>Total Project Liabilities (not including issuance costs)</b>     | <b>3,750,000</b> | <b>1,078,549</b>      | <b>2,671,451</b>  |



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** September 16, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Resolution 09-19-01: Contract with Harbour Construction, Inc for 2019 Chip Seal Project

**DISCUSSION:**

At the August 5, 2019 City Council meeting the governing body approved a motion to authorize Resolution 08-19-02, a Contract for the 2019 Mill and Overlay Street Maintenance Project with Little Joe's Asphalt, and on August 19, 2019 the City Council authorized a change order bringing that project's total authorized cost to \$286,196. The City budgeted \$376,780 in 2019 for all street maintenance activities paid from the Special Highway Fund. Based on the previously approved contract and cost estimates for street repair work completed internally, the amount of remaining funding available in 2019 is approximately \$62,000. The remaining funding authority is being considered for use in chip seal treatments.

The street maintenance plan for 2019 considered by the City Council on May 6, 2019 included three areas designated for chip seal treatment:

- Laming Rd, between Co Rd 5 and US 24/40
- South of 5th St to Washington St, between US 24/40 and Pleasant St.
- Front St, Ridge St, Ridge Cir

Front Street and Ridge Street both received attention in the City's 2019 Mill and Overlay project, so an RFP was developed identifying the following base bid for the City Council's consideration.

Base Bid – Chip Seal application on an area including \$23,137 square yards including the following locations:

1. Laming Rd from 24/40 north to Tonganoxie Dr
2. East St from Washington St north to 7th St
3. 8th St from East St go west to Pleasant St
4. 7th St from East St go west to River St
5. Yoeke St from 8th St north to River St
6. River St from 8th St north to 6th St
7. 6th St from River St west to Pleasant St
8. Ridgeway St from 6th St south to dead end
9. Maple St from Pleasant St east around to 8th St
10. Ridge Circle from Ridge St west to cul-de-sac including cul-de-sac

Add Alternates - None

Advertisement was placed soliciting bids (request for proposals) on the City's website on August 22, 2019 and in the Tonganoxie Mirror on August 28, 2019 with a due date of September 11, 2019. Staff received 2 complete bids for the primary locations identified in the bid specifications.

- 1- Harbour Construction, Inc - \$57,842.50
- 2- Vance Brothers, Inc. - \$68,022.78

The low bid for the primary locations was received from Harbour Construction, Inc for a total cost of \$57,842.50. City staff reviewed the bid details and consider it satisfactory & complete compared to the specifications. Staff recommends award to this firm and request approval of the draft contract included as an attachment.

**BUDGET IMPACT:**

The City's Special Highway Fund maintains \$376,780 allocated in the fiscal year 2019 annual budget expenditure authority for street maintenance activities. The proposed contract would complete approval of the majority of remaining expenditures that are able to be authorized under the annual budget.

**ACTION NEEDED:**

Make a motion to approve Resolution 09-19-01, authorizing the 2019 Chip Seal Project contract with Harbour Construction, Inc for an amount not to exceed \$57,842.50.

**ATTACHMENTS:**

Resolution 09-19-01: Contract for 2019 Chip Seal Street Maintenance Project

**cc:** George Brajkovic, City Manager  
Kent Heskett, Public Works Director  
Anna Krstulic, City Attorney

# HARBOUR CONSTRUCTION, INC.

## Proposal

Opened 9/11/2019  
by: Dan Porter, JPP  
Ma McCutchen, WLL

GENERAL OFFICE  
2717 So. 88<sup>th</sup> St.  
Kansas City, KS 66111

TELEPHONE  
Office: (913) 441-2555  
Fax: (913) 441-2576

|                        |  |
|------------------------|--|
| Proposal Date: 9/11/19 | Estimated By: Scott Harbour<br>sharbour@harbourconst.com |
| Page 1 of 1            |  |

To: City of Tonganoxie, KS  
526 E. 4<sup>th</sup> Street  
Tonganoxie, KS 66086

Job Name: Tonganoxie Chip and Seal Project 2019

Architect/Engineer \_\_\_\_\_ Date of Plans: \_\_\_\_\_

23,137 s.y. Chip and Seal @ \$2.50/s.y. = \$57,842.50

Price includes:

- CRS-2P emulsion applied at .32 gal/s.y.
- 1/4" granite cover material
- Manipulation
- Traffic Control
- Resident notification

Price excludes:

- Sweeping
- Striping
- Bid bond
- Performance and maintenance bond

**\*SALES TAX WILL BE CHARGED UNLESS A SALES TAX EXEMPT CERTIFICATE IS RECEIVED PRIOR TO START OF JOB.**

|   |                                   |                     |
|---|-----------------------------------|---------------------|
| <b>The following items are excluded unless stated otherwise in this proposal:</b> |                                   |                     |
| *Fine grading of subgrade   | *Subgrade compaction or stability | *Utility adjustment |
| *Bonds, permits & fees  | *Traffic control devices          | or relocation       |
|   |                                   | *Testing            |

**TYPE OF BASE PRICE**

| TOTAL JOB | TIME & MATERIAL | UNIT PRICE | PER TON BASIS |
|-----------|-----------------|------------|---------------|
|-----------|-----------------|------------|---------------|

TERMS: Monthly estimates, net 30 days final. This proposal is void after 60 days.  
1.5 % Interest will be charged on past due accounts.

BY: Scott Harbour

*Acceptance of Proposal*

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined.

Signature: \_\_\_\_\_ Date Accepted: \_\_\_\_\_

Work will not begin until this proposal is signed.

**THIS PROPOSAL SHALL BECOME A PART OF ANY SUBCONTRACT AGREEMENT.**

Opened 9/11/2019  
by: Dan Porter, JRP

Attn: Kent Heskett  
City of Tonganoxie, KS  
McCutchen, MM

Date: 9/11/2019

Phone No: 913-208-6590  
Email: [kheskett@tonganoxie.org](mailto:kheskett@tonganoxie.org)

**Tonganoxie Chip and Seal Project 2019**

Vance Brothers, Inc. is pleased to quote the following:

| <u>Project Description</u> | <u>Estimated Quantity</u> |                 | <u>Unit Cost</u> | <u>Total Cost</u> |
|----------------------------|---------------------------|-----------------|------------------|-------------------|
| Chip Seal                  | 23,137                    | yd <sup>2</sup> | \$2.94           | \$68,022.78       |
|                            |                           |                 |                  |                   |
|                            |                           |                 |                  |                   |
| Total Bid:                 |                           |                 |                  | \$68,022.78       |

**Specifications are as follows:**  
Per bid documents

**NOTE: Buyer hereby accepts the conditions of this agreement. This quotation must be signed and returned via facsimile to 816-923-6472 or digitally signed and returned via email to [sbrost@vancebrothers.com](mailto:sbrost@vancebrothers.com) within thirty (30) days of the above date.**

Thank you for allowing Vance Brothers to submit this quotation.  
Please contact me if you have any questions or concerns.

Sincerely,  
VANCE BROTHERS, INC.  
Shawn Brost  
Project Manager/Estimator  
816-225-7028

Accepted By:  
\_\_\_\_\_



**RESOLUTION NO. 09-19-01**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION & TECHNICAL SERVICES AGREEMENT (2019 CHIP SEAL STREET MAINTENANCE PROJECT) BETWEEN THE CITY OF TONGANOXIE, KANSAS AND HARBOUR CONSTRUCTION, INC.**

**WHEREAS**, Harbour Construction, Inc., a Kansas corporation ("Contractor"), desires to provide chip seal services for streets in various locations (the "Project");

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

**WHEREAS**, the Governing Body has determined that it is advisable to enter into the Construction & Technical Services Agreement (2019 Chip Seal Street Maintenance Project), 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 16<sup>th</sup> DAY OF  
SEPTEMBER, 2019.**

**SEAL**

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Jason K. Ward, Mayor

ATTEST:

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Patricia C. Hagg, City Clerk

**EXHIBIT A**

**Construction & Technical Services Agreement (2019 Chip Seal Street Maintenance Project)**

[To be attached.]

**CONSTRUCTION & TECHNICAL SERVICES AGREEMENT**  
**2019 Chip Seal Street Maintenance Project**

THIS AGREEMENT is dated this 16<sup>th</sup> day of September, 2019, between the City of Tonganoxie, a constitutionally chartered municipal corporation in the State of Kansas (the "City"), and Harbour Construction, Inc., a Kansas corporation ("Contractor"), whereby Contractor shall provide construction services to the City in accordance with the terms and conditions contained in this Agreement.

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1 Compensation.**

- A. The amount the City will pay Contractor under this Agreement will not exceed \$57,842.50. Contractor will be paid by corporate check.
- B. Contractor will bill the City by itemized invoice, in a form acceptable to the City, upon completion of work as certified by the Public Works Director.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by the City as a result of breach or default by Contractor, the City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due the City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, completely itemized, and is approved as payable under the terms of this Agreement.
- E. The City is not liable for any obligation incurred by this Agreement except as approved under the provisions of this Agreement.

**Sec. 2 Responsibilities of Contractor.**

Contractor shall perform the following Scope of Services:

- A. Provide specialized and technical work as further described in **Attachment A** attached hereto.
- B. Use reasonable construction practices of modern industry standards as to ensure reasonable quality, functionality, and durability of final product.
- C. Comply with direction and coordination of the Public Works Director.
- D. Ensure that Contractor is sufficiently certified, equipped, and staffed to fully satisfy Contractor's responsibilities under the terms of this Agreement.

**Sec. 3 Notices.**

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

**To City:**

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

**To Contractor:**

Scott Harbour  
Harbour Construction, Inc.  
2717 South 88<sup>th</sup> Street  
Kansas City, Kansas 66111  
Phone: (913) 441-2555      Facsimile: (913) 441-2576

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

**Sec. 4**

**Merger.**

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

**Sec. 5**

**Conflict between Contract Parts.**

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

**Sec. 6**

**Term of Agreement.**

This Agreement shall begin on September 16, 2019, and shall end on November 1, 2019. The term of this Agreement may be extended an additional 2 months upon the prior written approval by the City.

**Sec. 7**

**Responsibilities of City.**

- A. The City will provide sufficient and clear direction to Contractor for the adequate fulfillment of the scope of services under the terms of this Agreement.
- B. The City will provide prompt payment to Contractor, upon receipt of acceptable documentation and approval by the City Council, provided that Contractor has performed all work in a timely manner to the satisfaction of the Public Works Director.

**Sec. 8**

**Subcontracting.**

Contractor must provide in writing to the City the name of any and all subcontracted companies and independent contractors that will perform work on behalf of Contractor under the terms of this Agreement.

**Sec. 9**

**Incorporation of Federal/State Laws and Regulation.**

Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds. The federal/state laws and regulations applicable to the use of funds provided under this Agreement are incorporated and made a part of this Agreement by reference. Contractor agrees that it is

its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Agreement shall include all subsequent amendments.

**Sec. 10 Attorney Services Certification.**

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

**PART II  
STANDARD TERMS AND CONDITIONS**

**Sec. 1. Indemnification.**

- A. For purposes of this Part II, Section 1, the following terms shall have the meanings listed:
1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
  2. **Contractor's Agents** means Contractor's officers, employees, sub-consultants, subcontractors, successors, assigns, invitees, and other agents.
  3. **City** means City of Tonganoxie and its agents, officials, officers and employees.
- B. Contractor's obligations Part II, Section 1 with respect to indemnification for acts or omissions, including negligence, of the City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Agreement. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.
- C. Contractor shall defend, indemnify and hold harmless the City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor is not obligated under this Part II, Section 1 to indemnify the City for the sole negligence of the City.
- D. Nothing in this Part II, Section 1 shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

**Sec. 2. Independent Contractor.**

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

**Sec. 3. Insurance.**

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

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
    - (a) Severability of Interests Coverage applying to Additional Insureds
    - (b) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000
    - (c) No Contractual Liability Limitation Endorsement
    - (d) Additional Insured Endorsement, ISO form CG20 10, or its equivalent.
  2. If applicable, Workers’ Compensation Insurance, as required by statute, including Employers Liability with limits of:  
Workers’ Compensation Statutory Employers Liability \$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee
  3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
  4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to the City, ten (10) days in the event of nonpayment of premium. The Commercial General Liability Insurance and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement (with respect to liability only in the amount of \$500,000.00). Such insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTORY. Contractor agrees to indemnify the City if, by providing coverage in excess of the \$500,000.00, Contractor causes the City to suffer a loss through a waiver of its Kansas Tort Claims Act cap on liability. Contractor shall provide to the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.
- C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas.
- D. Regardless of any approval by the City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor’s failure to maintain the required insurance in effect, the City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

#### **Sec. 4. Governing Law.**

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

#### **Sec. 5. Compliance with Laws.**

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

**Sec. 6. Default and Remedies.**

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

**Sec. 7. Waiver.**

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 8. Modification.**

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

**Sec. 9. Headings; Construction of Contract.**

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

**Sec. 10. Severability of Provisions.**

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

**Sec. 11. Audit.**

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

**Sec. 12. Tax Compliance.**

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City Manager as a precondition to the City making the first payment under this Agreement or any renewal hereto when the total contract amount exceeds \$10,000. If Contractor performs work on a contract that is for a term longer than one (1) year, the Contractor also shall submit to the City proof of compliance with

the City's tax ordinances administered by the City Manager as a condition precedent to the City making final payment under the contract.

**Sec. 13. Assignability or Subcontracting.**

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

**Sec. 14. Conflicts of Interest.**

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

**Sec. 15. Nondiscrimination.**

- A. Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");
- C. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- D. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- E. Contractor shall include the provisions of this Part II, Section 15.A through D above in every contract, subcontract or purchase order so that such provisions will be binding upon such contractor, subcontractor or vendor.

**Sec. 16. Cash Basis and Budget Laws.**

The right of the City 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 the City shall at all times remain in conformity with such laws.

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

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

**Contractor:**

I hereby certify that I have authority to execute this document on behalf of **Harbour Construction, Inc.**, a Kansas corporation.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Anna M. Krstulic  
City Attorney

**City:**

**City of Tonganoxie, Kansas,**  
a constitutionally chartered municipal corporation

By: \_\_\_\_\_  
George Brajkovic, City Manager

## **Attachment A**

### **Scope of Work**

**Sec. 1** Contractor will purchase all associated materials that are necessary for complete performance under the terms of this Agreement.

**Sec.2** Contractor will chip seal streets within the city limits of Tonganoxie, in quantities and locations generally described as follows:

### **Primary Work**

1. Chip and Seal 23,137 square yards;
2. Contractor will supply and apply the emulsion; and
3. Contractor will supply, apply and roll the cover material.

### **Application Specifications**

1. Emulsion shall be CRS-2P shot at 0.32 Gal/sq.yd.;
2. Cover material shall be ¼ inch granite;
3. Traffic control will be the Contractor's responsibility and shall conform to the Manual on Uniform Traffic Control Devices; and
4. Public notifications informing residents of the work schedule shall be Contractor's responsibility.

### **Location of work:**

1. Laming Road from 24/40 north to Tonganoxie Drive;
2. East Street from Washington Street north to 7th Street;
3. 8th Street from East Street west to Pleasant Street;
4. 7th Street from East Street west to River Street;
5. Yoeke Street from 8th Street north to River Street;
6. River Street from 8th Street north to 6th Street;
7. 6th Street from River Street west to Pleasant Street;
8. Ridgeway Street from 6th Street south to dead end;
9. Maple Street from Pleasant Street east around to 8th Street; and
10. Ridge Circle from Ridge Street west to cul-de-sac and including cul-de-sac.

**Sec. 3** The total amount of this Agreement includes all labor, equipment, and materials.

**Sec. 4** Contractor commits to performing work and staging equipment, materials, and personnel, under the direction of the Public Works Director, at allowable locations, allowable times, and in such a manner as not to negatively impact normal operations of City staff, automotive traffic, neighboring properties, and other field work.

**Sec. 5** Contractor shall follow guidelines listed in the bid advertisement specifications hereby incorporated and made part of this Agreement.

**Sec. 6** Contractor's quote is hereby incorporated by reference and made part of this Agreement.

# HARBOUR CONSTRUCTION, INC.

## Proposal

Opened 9/11/2019  
by: Dan Porter, JDP  
Ma McCutchen, WLL

GENERAL OFFICE  
2717 So. 88<sup>th</sup> St.  
Kansas City, KS 66111

TELEPHONE  
Office: (913) 441-2555  
Fax: (913) 441-2576

|                        |  |
|------------------------|--|
| Proposal Date: 9/11/19 | Estimated By: Scott Harbour<br>sharbour@harbourconst.com |
| Page 1 of 1            |  |

To: City of Tonganoxie, KS  
526 E. 4<sup>th</sup> Street  
Tonganoxie, KS 66086

Job Name: Tonganoxie Chip and Seal Project 2019

Architect/Engineer \_\_\_\_\_ Date of Plans: \_\_\_\_\_

23,137 s.y. Chip and Seal @ \$2.50/s.y. = \$57,842.50

Price includes:

- CRS-2P emulsion applied at .32 gal/s.y.
- 1/4" granite cover material
- Manipulation
- Traffic Control
- Resident notification

Price excludes:

- Sweeping
- Striping
- Bid bond
- Performance and maintenance bond

**\*SALES TAX WILL BE CHARGED UNLESS A SALES TAX EXEMPT CERTIFICATE IS RECEIVED PRIOR TO START OF JOB.**

|   |                                   |                     |
|---|-----------------------------------|---------------------|
| <b>The following items are excluded unless stated otherwise in this proposal:</b> |                                   |                     |
| *Fine grading of subgrade   | *Subgrade compaction or stability | *Utility adjustment |
| *Bonds, permits & fees  | *Traffic control devices          | or relocation       |
|   |                                   | *Testing            |

**TYPE OF BASE PRICE**

| TOTAL JOB | TIME & MATERIAL | UNIT PRICE | PER TON BASIS |
|-----------|-----------------|------------|---------------|
|-----------|-----------------|------------|---------------|

TERMS: Monthly estimates, net 30 days final. This proposal is void after 60 days.  
1.5 % Interest will be charged on past due accounts.

BY: Scott Harbour

*Acceptance of Proposal*

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined.

Signature: \_\_\_\_\_ Date Accepted: \_\_\_\_\_

Work will not begin until this proposal is signed.

**THIS PROPOSAL SHALL BECOME A PART OF ANY SUBCONTRACT AGREEMENT.**

# Tonganoxie Chip and Seal Project 2019

## Primary Work

- 1) Chip and Seal 23,137 Sq. Yds.
- 2) Contractor will supply and apply the emulsion.
- 3) Contractor will supply, apply and roll the cover material.

## Application Specifications

- 1) **Emulsion shall be CRS-2P shot at 0.32 Gal/Sq.yd.**
- 2) **Cover material shall be ¼ inch granite**
- 3) Traffic control will be the responsibility of the contractor and shall conform to the MUTCD.
- 4) Public notifications informing residents of the work schedule shall be the contractor's responsibility.

## Potential Contract and Terms

- 1) Contractor shall provide proof of commercial general liability and auto liability insurance for the amount of \$1,000,000 per occurrence.
- 2) A project tax exemption number will be provided.
- 3) Work is anticipated to begin approximately 30 days after bid opening.
- 4) The City of Tonganoxie holds the right to reject all bids and negotiate with the winning bidder.

Bids shall be sealed and sent to:

City of Tonganoxie

Box 326

Tonganoxie Ks, 66086

Or hand delivered to City Hall at 526 E 4<sup>th</sup> St. By 12:30 PM Wednesday, September 11th, 2019.

Bids will be opened Wednesday, September 11th, at 1:00 PM in the Tonganoxie Council Chambers @ 321 S. Delaware St.

Questions can be directed to Kent Heskett, Public Works Superintendent, at 913-208-6590 or [kheskett@tonganoxie.org](mailto:kheskett@tonganoxie.org). All questions and answers will be posted on the City website.

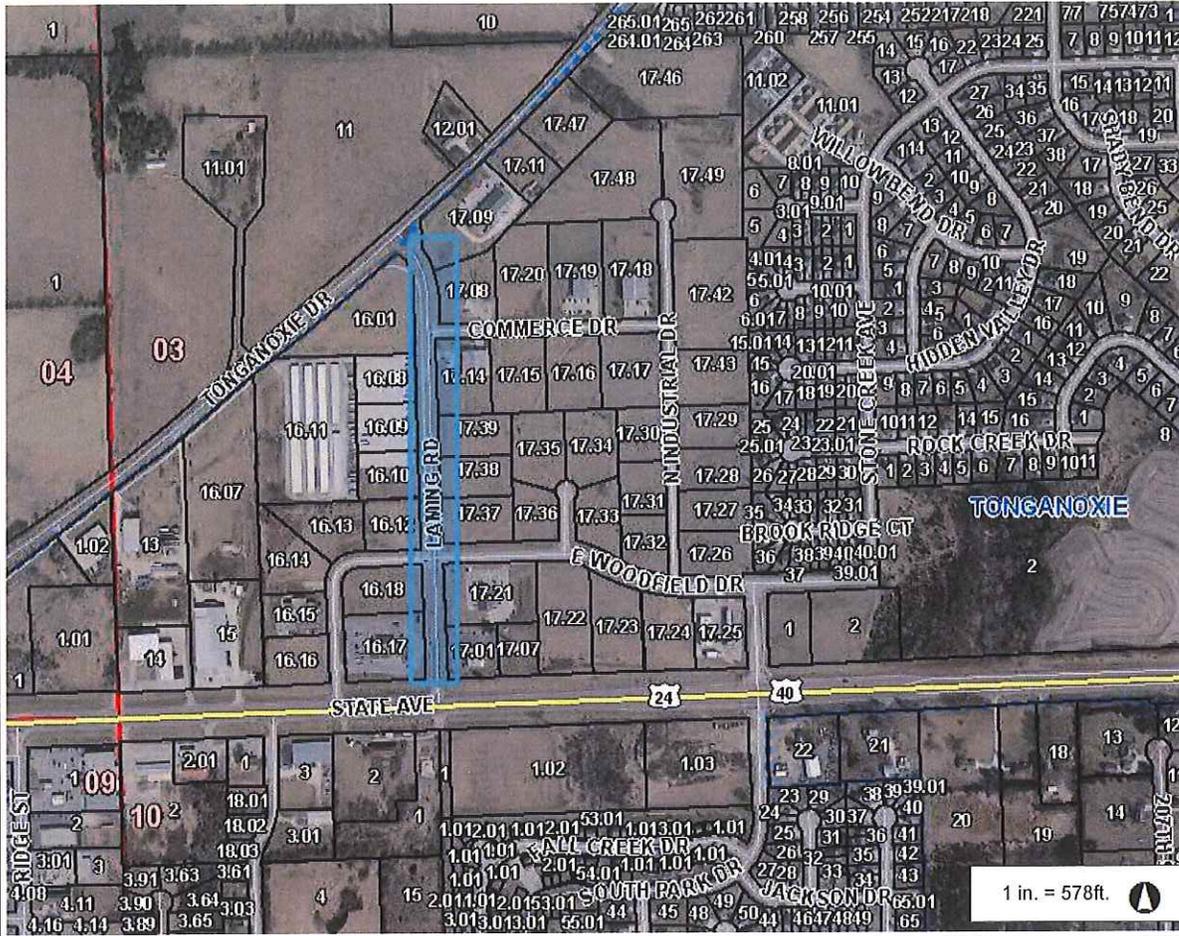
All measurements shall be verified by contractors and are final upon the bid deadline.

Bid amount shall be good and valid for sixty (60) days from the bid deadline.

**Location of work:**

- 1. Laming Rd from 24/40 north to Tonganoxie Dr**
- 2. East St from Washington St north to 7<sup>th</sup> St**
- 3. 8<sup>th</sup> St from East St go west to Pleasant St**
- 4. 7<sup>th</sup> St from East St go west to River St**
- 5. Yoeke St from 8<sup>th</sup> St north to River St**
- 6. River St from 8<sup>th</sup> St north to 6<sup>th</sup> St**
- 7. 6<sup>th</sup> St from River St west to Pleasant St**
- 8. Ridgeway St from 6<sup>th</sup> St south to dead end**
- 9. Maple St from Pleasant St east around to 8<sup>th</sup> St**
- 10. Ridge Circle from Ridge St west to cul-de-sac including cul-de-sac**

# Leavenworth County, KS



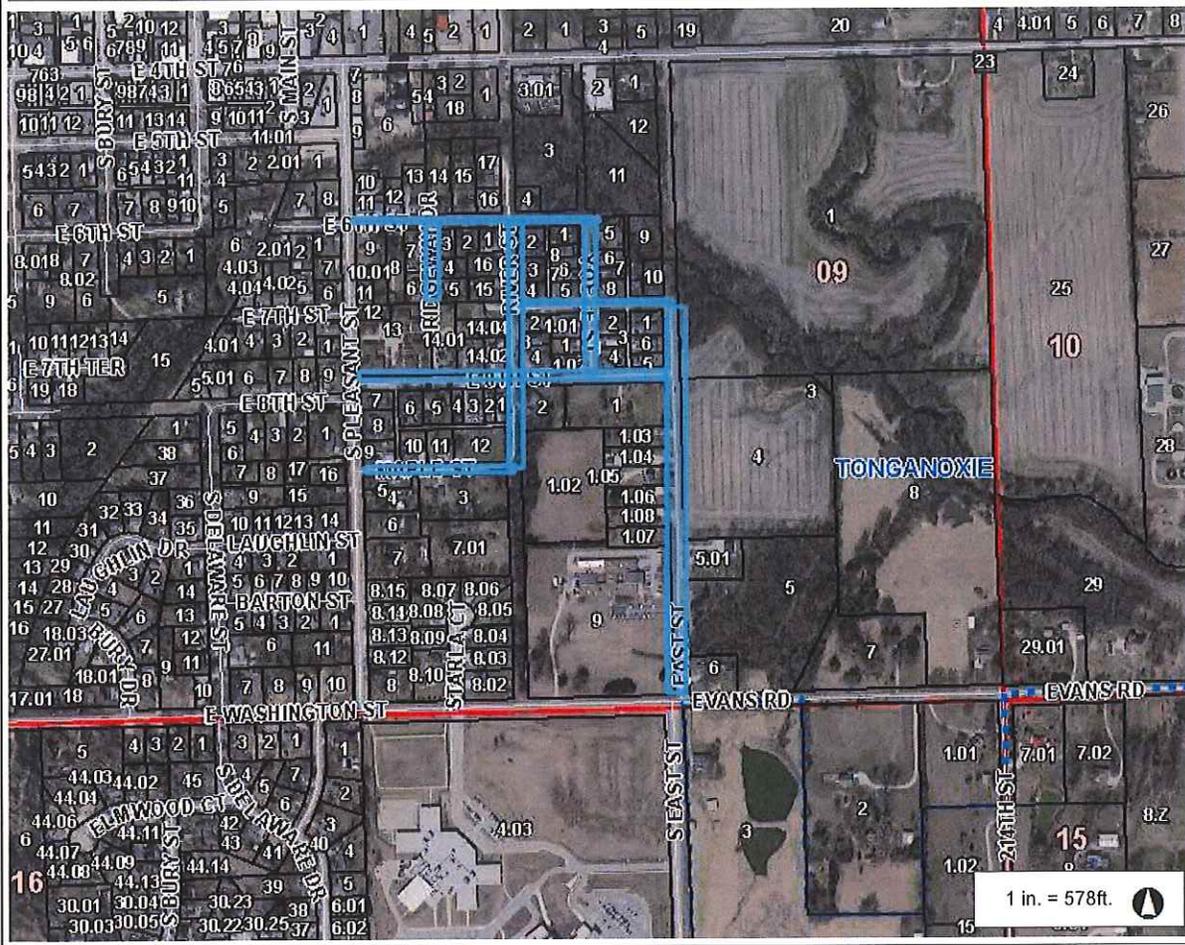
- Legend**
- Parcel
  - Parcel Number
  - City Limit Line
  - Major Road
  - <all other values>
  - 70
  - Road
  - +
  - Railroad
  - Section
  - Section Boundaries
  - County Boundary

**Notes**

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

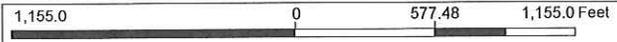
THIS MAP IS NOT TO BE USED FOR NAVIGATION

# Leavenworth County, KS



- Legend**
- Parcel
  - Parcel Number
  - City Limit Line
  - Major Road
  - <all other values>
  - Road
  - + Railroad
  - Section
  - Section Boundaries
  - County Boundary

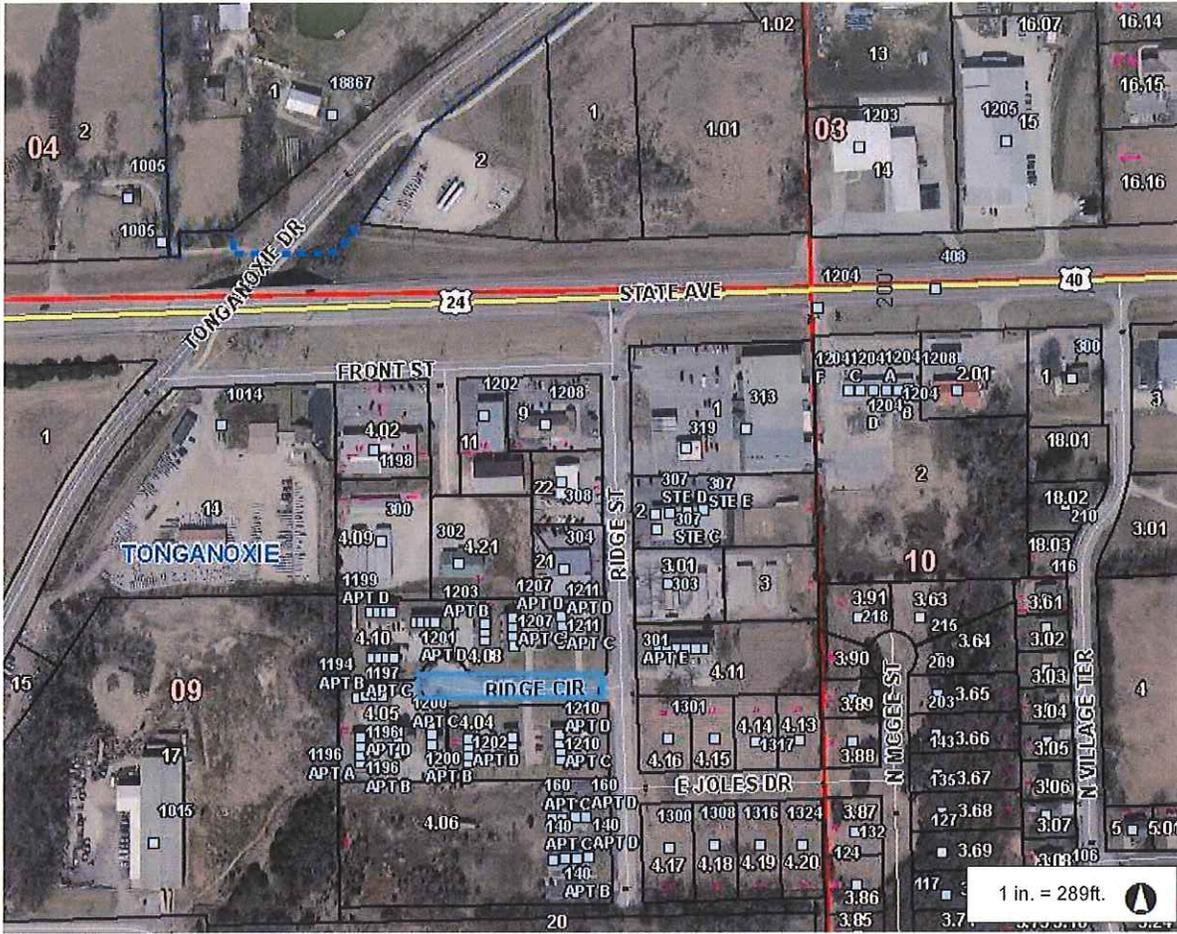
1 in. = 578ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**

# Leavenworth County, KS



- Legend**
- Address Point
  - Parcel
  - Parcel Number
  - Lot Line
  - City Limit Line
  - Major Road
  - <all other values>
  - 70
  - Road
  - + Railroad
  - Section
  - Section Boundaries
  - County Boundary

**Notes**

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**ORDINANCE NO. 1474**

**AN ORDINANCE ALLOWING THE CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 41-719(d)(11), (e), FOR THE TONGANOXIE BUSINESS PARK MARKETING EVENT.**

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

**Section 1. Purpose.** The purpose of this Ordinance is to allow for the consumption of alcoholic liquor at the Tonganoxie Business Park Marketing Event (the "Special Event").

**Section 2. Exemption of City Property.** Pursuant to K.S.A. 41-719(d)(11) and (e), the City of Tonganoxie, Kansas (the "City") hereby exempts for a limited time and purpose the following property ("Exempted Property"), title of which is vested in the City, from K.S.A. 41-719(d), which prohibits the drinking or consumption of alcoholic liquor by any person on public property:

Tonganoxie Business Park at the intersection of 222<sup>nd</sup> Street and Business Park Drive.

The exemption of the Exempted Property from the provisions of K.S.A. 41-719(d) shall be limited to November 1, 2019 from 11:00 a.m. to 8:00 p.m., and thereafter the exemption and all other sections of this Ordinance shall be of no force or effect. No alcoholic liquor may be removed from the Exempted Property.

**Section 3. Special Event Performance Standards.** Pursuant to Section 33-014.E of the City Code, the Special Event does not require a Special Event Permit because it is sponsored or co-sponsored by the City. The Special Event shall comply with the performance standards set forth in Section 33-017 of the City Code. No streets and alleys shall be closed to motor vehicle traffic during the special event.

**Section 4. Limited Suspension of Certain City Ordinances Pertaining to Alcoholic Liquor.** Notwithstanding any provisions in the City Code to the contrary, the City may allow the possession, drinking and consumption of alcoholic liquor by persons twenty-one (21) years of age or older on November 1, 2019, during the hours of 11:00 a.m. to 8:00 p.m., on the Exempted Property in conjunction with the Special Event, provided that the sale of such alcoholic liquor may only be made by a vendor approved by the City under such rules and regulations as determined by the City Manager or his designee and provided further that nothing contained in this Ordinance shall constitute a suspension of any ordinances prohibiting drunkenness, disturbing the peace, or disorderly conduct on the Exempted Property.

**Section 5. Take Effect.** This Ordinance shall take effect and be enforced from and after its publication.

**PASSED** by the Governing Body and **APPROVED** by the Mayor this 16<sup>th</sup> day of September, 2019.

**SEAL**

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Jason K. Ward, Mayor

ATTEST:

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Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

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Anna M. Krstulic, City Attorney



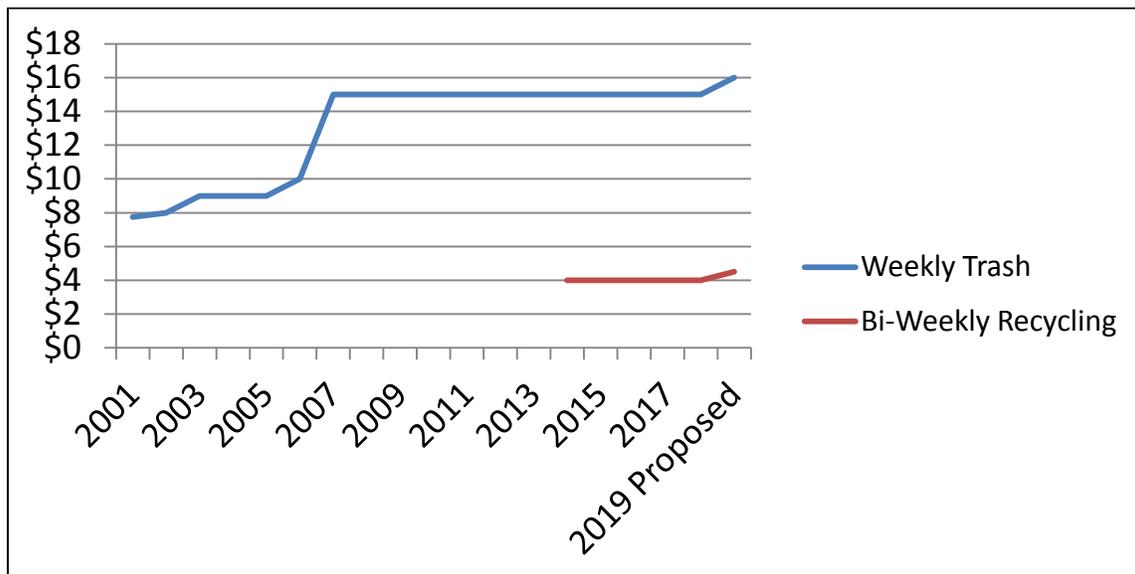
Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** September 16, 2019  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Ordinance 1475: Update to Solid Waste Rates Effective for the December 1, 2019 Billing Cycle

**DISCUSSION:**

At the August 19, 2019 City Council meeting the governing body approved a motion to authorize Resolution 08-19-04, a 2 year extension to the contract for solid waste and recycling collection between the City of Tonganoxie and Honey Creek Disposal Service. The terms of the new agreement reflect an increase of \$0.75 per month to existing residential solid waste collection fees and \$0.50 per month to residential bi-weekly recycling charges. Staff also propose an additional \$0.25 increase in the portion of the monthly trash collection fee dedicated to internal costs such as mailing bills, maintaining and upgrading software for the utility billing system, increased credit card processing fees, and other administrative costs. For example, the difference in postage rates in 2008 and 2019 is \$0.14, which would create about \$3,600 in additional annual cost and credit card processing fees increased over \$3,000 in 2018 from the prior year.

Solid Waste fees have remained unchanged since 2008 and recycling fees have remained unchanged since initially being introduced in 2014.



**BUDGET IMPACT:**

The City’s 2019 and 2020 Budgets were compiled without knowledge of the outcome of negotiations with the City’s Solid Waste collection vendor to extend the current service term another two years. Based on the rate changes to trash collection and sewer collection the City will need to remit more funds to the vendor, so the 2019 and 2020 Budgets will need to be amended in terms of the City’s Solid Waste Fund in order to authorize the additional expenditures for remitting the necessary payment to the vendor. These budget amendments will be proposed prior to the end of fiscal year 2019.

**ACTION NEEDED:**

Make a motion to approve Ordinance 1475, authorizing an update to Solid Waste Rates Effective for the December 1, 2019 Billing Cycle.

**ATTACHMENTS:**

Ordinance 1475: Update to Solid Waste Rates Effective for the December 1, 2019 Billing Cycle

**cc:** George Brajkovic, City Manager  
Kent Heskett, Public Works Director  
Anna Krstulic, City Attorney

**ORDINANCE NO. 1475**

**AN ORDINANCE FOR THE CITY OF TONGANOXIE, KANSAS RELATING TO COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING; REPEALING ORDINANCE NO. 1245.**

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

**COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING**

**Section 1. SOLID WASTE AND RECYCLING COLLECTION.**

- (A) Residential Collection. The City shall have the exclusive right to provide for the collection and disposal of residential solid waste and recycling within the City and no other person shall collect and dispose of solid waste and recycling within the City unless authorized by license or other formal agreement with the City. The City or its authorized contractor(s) shall establish, maintain and conduct a service for the collection and disposal of residential solid waste and recycling and shall purchase such equipment and engage such employees as may be needed, and shall pay such prices, salaries and wages as the City Council may authorize for efficient operation of such service. The collection, transportation and disposal of residential solid waste and recycling shall be at all times under the general supervision of the City Manager or Public Works Director.
- (B) Commercial Collection. It shall be the duty of (i) the owner or tenant residing at a business, commercial, industrial, institutional, or professional facility or establishment within the City, and (ii) the owner of any multi-family residential property (as defined in Section 32-010 of the Tonganoxie Zoning and Subdivision Regulations) to contract for the collection and disposal of solid waste and recycling. The City or its authorized contractor(s) shall not be responsible for the collection and disposal of such solid waste and/or recycling. All solid waste and recycling containers shall be at all times in good repair, kept in a clean, neat and sanitary condition.
- (C) Rules and Regulations. The Public Works Director, as the City Manager's duly authorized agent, shall have the authority to make additional rules and regulations not inconsistent with the terms and provisions of this Ordinance, to the end that the collection, transportation, accumulation, storage and disposal of all solid waste and recycling (including residential and commercial) be conducted in such a manner as to safeguard the public health, and not become an annoyance or hazard to the inhabitants of the City or surrounding territory.

## Section 2. DEFINITIONS.

As used in this Ordinance, the following words shall have the meanings respectively set out opposite them.

- (A) Bulky Waste: Large items of refuse including but not limited to, appliances without chlorofluorocarbons (CFCs), mattresses, furniture, and bicycles. The term "bulky waste" does not include lumber, carpet, building or remodeling materials, tires, chemicals, oil, paint, rocks, dirt, concrete, animal remains, and appliances containing refrigerant, commercial or industrial waste, or materials of an explosive or toxic nature.
- (B) City: The City of Tonganoxie, Kansas.
- (C) Commercial Waste: All solid waste coming from establishments engaged in commerce or general business activity. This category includes, but is not limited to, solid waste originating in stores, markets, office buildings, restaurants, cafes and shopping centers.
- (D) Garbage: All kitchen and table refuse and every accumulation of animal, vegetable and other material that attends the preparation, consumption, decay or dealing in or storage of meat, fish, fowl, birds, grain, fruits, vegetables or other types of foods of whatever character and shall include all animal and vegetable refuse from residential kitchens and all household wastes that shall have resulted from the preparation of food, including tin cans and bottles. The term "garbage" does not include dead animals, dishwater and wastewater.
- (E) Hazardous Waste: Solid and liquid waste which requires special handling and disposal to protect and conserve the environment and shall include but not limited to pesticides, acids, caustics, pathological waste, radioactive materials, flammable and/or explosive materials. Hazardous waste shall include but not be limited to household chemicals and paint; explosive materials; rags or other waste soaked in volatile and flammable materials; drugs, poisons, oil, radioactive materials, or high combustible materials; television picture tubes; soiled dressings, clothing, bedding and/or waste contaminated by infection or contagious disease; and other materials which may present a special hazard to collection or disposal personnel or equipment or to the public.
- (F) Nuisance: Anything which:
  - (1) Is injurious to health, is offensive to the senses, or any obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property;
  - (2) Adversely affects an entire community or neighborhood, or any substantial number of persons even though the extent of the annoyance or damage inflicted upon individuals may be unequal;

- (3) Is caused by or is a result of the handling or disposal of waste.
- (G) Person: Any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.
- (H) Recycling: Reusable materials, including plastics, cans, paper and cardboard, as further defined and/or limited by the City and/or its authorized contractor.
- (I) Refuse: Any and all waste material, including garbage, trash, rubbish, paper, packing material, pasteboard, cinders, and metal. The term "refuse" shall not include:
  - (1) Sod, dirt, sand, rocks, bricks, or other masonry;
  - (2) Waste products from the construction, remodeling, demolition or repair of any building, or resulting from any construction or building operation;
  - (3) Any item posing unusual risk of injury to personnel or damage to the collection vehicle;
  - (4) Tires, auto parts or heavy gauge steel;
  - (5) Materials which have been set out for recycling; and
  - (6) Hazardous waste or non-regulated materials, such as motor oil, antifreeze, car batteries.
- (J) Residence: Single-family dwellings and each family living unit in multi-family dwellings up to a four-plex.
- (K) Solid Waste: Any and all garbage and refuse.
- (L) Yard Waste: Leaves, grass, trimmings from lawn and flower gardens, small twigs or sticks less than one-half inch (1/2") in diameter, and small tree limbs under three inches (3") in diameter cut to a length not to exceed four feet (4') and tied in bundles not to exceed twenty-five pounds (25 lbs.).
- (M) Waste: Bulky waste, commercial waste, hazardous waste, recycling, solid waste, and yard waste.

### **Section 3. CONTAINERS.**

- (A) Solid Waste Containers. The City or its contractor shall provide to each residence within the City a solid waste container for ordinarily accumulated solid waste at such residence during the intervals between collections made by the City or its contractor. Each numbered solid waste container will be

assigned to that residence and remain at that residence unless removed by the City or its contractor.

(B) Recycling Containers. The City or its contractor shall provide to each residence within the City a recycling container for ordinarily accumulated recycling at such residence during the intervals between collections made by the City or its contractor. Each numbered recycling container will be assigned to that residence and remain at that residence unless removed by the City or its contractor.

(C) Additional Requirements Related to Solid Waste and Recycling Containers.

(1) All persons are responsible for clean-up of solid waste and/or recycling scattered or spilled by animals, wind or other causes before arrival of the collection crew. Persons using solid waste containers designed for mechanical dumping whose solid waste is of a type susceptible to easy dispersal by the wind when the container is being dumped, or persons who permit solid waste or recycling containers to be overfilled, will be responsible for clean-up of any litter caused by wind scattering or by solid waste and/or recycling falling from the solid waste and/or recycling container during the collection operation.

(2) Solid waste containers with sharp or jagged items protruding above the top of the solid waste container shall not be collected. Collectors shall not dig compacted solid waste from solid waste containers due to the risk of injury. Broken glass should be placed in a durable sealed package, prominently labeled so that the risk of injury can be recognized, and the package placed inside the solid waste container.

(3) Waste products from construction, remodeling, demolition, and repair of any building or resulting from any construction or building operation shall be placed in roll-off containers specifically designed for that purpose.

**Section 4. PLACEMENT OF SOLID WASTE AND RECYCLING CONTAINERS FOR COLLECTION; DUTY TO REMOVE EMPTY CONTAINERS.**

(A) Unless another pickup point has been approved by the Public Works Director, all portable containers containing solid waste and/or recycling, upon days of collection thereof, shall be placed by the person outside of any yard fence, at least three feet (3') from any obstructions, and within three feet (3') of the curb or edge of roadway.

(B) Containers shall be placed in a clearly accessible and uncluttered area to minimize risk of injury to the collector. Dogs tethered near containers must be where they cannot reach or interfere with the collection of solid waste, recycling, and/or yard waste.

- (C) Containers may not be placed in front of any mailbox and vehicles may not be parked in front of the container(s) so as to block access for the collection crew.
- (D) To ensure collection on the scheduled day, containers, bulky waste, and other properly packaged yard waste must be placed at the designated point of collection before 7:00 a.m. on the scheduled day of collection, but not earlier than twenty-four (24) hours before that time.
- (E) After collection, the collection crew shall return the containers to the spot where they were set out. Containers, bulky waste and yard waste left by the collection crew due to improper packaging or other violation of collection requirements must be removed from the curb as promptly as possible after the collection crew has departed, but not later than twenty-four (24) hours after the collection crew has departed.
- (F) Except during scheduled pickup times, all containers must be stored in a storage area at the side or rear of the residence or other building and kept in an enclosure, fence, or other suitable screened location. Failure to comply with this Section 4 may result in the condition being declared an Environmental Code violation and subject to enforcement measures provided thereunder.

**Section 5. PROHIBITION AGAINST ACCUMULATIONS OF WASTE.**

- (A) It shall be unlawful for any person, including but not limited to the owner or occupant of any residence; multi-family residential property; institution; professional, commercial, or business establishment; or for contractors or builders engaged in construction or remodeling projects; to deposit or accumulate waste in or upon any lot, parcel of land, public or private drive, alley, street or other place in the City, unless the same is stored in a container in such a manner as not to create a health hazard. No person shall permit or allow any waste to be scattered about in his or her yard or upon the premises occupied by him or her or to throw or deposit any waste upon the premises of any other person or upon any of the streets, alleys or other public places in the City. All solid waste, recycling and yard waste must be contained each week within container(s) in the manner set forth by this Ordinance.
- (B) No person shall store, collect, maintain, or display on private property waste that is offensive or hazardous to health and safety of the public or which creates offensive odors or a condition of unsightliness. Storage, collection, maintenance, or display of waste in violation of this Section 5 shall be considered to be a nuisance subject to the provisions of Chapter VIII (Health and Welfare) of the City Code.
- (C) Heavy accumulations of waste, broken concrete, ashes, sand, gravel, automotive frames and parts, dead trees, and other bulky heavy materials shall

be disposed of at the expense of the owner or person controlling the same under the direction of the Public Works Director.

**Section 6. UNLAWFUL ACTS.**

Unless authorized hereby to collect and dispose of solid waste or to operate a service for the collection of material for recycling, it shall be unlawful for any person to:

- (A) Remove any portion of the contents of any solid waste container or recycling container placed by residents or occupants of any premises for collection;
- (B) Upset, turn over, remove or carry away a solid waste or recycling container or to damage such container in any manner;
- (C) Place, deposit, throw, rake, dump, drop or spill waste or any substance in a container other than the container which has been provided for the person's own use or a container provided and marked for public use;
- (D) Set out, or cause to be set out, waste for collection that does not originate from the premises where it is set out unless specifically approved by the Public Works Director in each case;
- (E) Place any material other than solid waste or recycling in any City-owned container except with prior authorization by the Public Works Director;
- (F) Place solid waste in any container in such a manner as to prevent proper closure of the container lid;
- (G) Bury waste at any place within the City;
- (H) Burn any waste, leather, rubber, plastic, green or wet vegetation or organic material, or burn any substance producing smoke problems or odor problems within the City. A permit may be obtained from the Fire Department for burning in an approved incinerator that is in compliance with all existing federal and state standards;
- (I) Haul or cause to be hauled any waste of any kind to any dumping place or site within or without the corporate limits of the City, unless such place or site is operated by the City or its authorized contractor or is a sanitary landfill site transfer point or disposal facility approved by the Kansas Department of Health and Environment. In addition, the place or site must comply with applicable provisions of the City Code, including but not limited to Chapter VIII (Health and Welfare) of the City Code and the Zoning Code; or
- (J) Deposit or otherwise offer for collection any hazardous waste. Hazardous waste shall be transported to a place of safe deposit or disposal as prescribed by the Public Works Director or his or her authorized representative.

**Section 7. PROHIBITED MATERIALS.**

- (A) Dangerous material such as hazardous waste, hot ashes, radioactive material, acids, caustics, diseased or infected materials, highly volatile materials, or explosives, shall not be collected by the City or its authorized contractor.
- (B) Materials not defined as bulky waste, solid waste, recycling, or yard waste shall not be collected by the City or its authorized contractor.
- (C) Cold ashes, sawdust, sand, dirt, powdery materials, small gravel or materials whose particles are less than one inch (1") in diameter, herbicides, insecticides, other home and garden chemicals, animal manure, and litter box refuse shall not be collected unless sealed in a durable, disposable container prior to being placed out for collection.
- (D) Large boxes or cartons will not be collected during the weekly pickup unless bundled and placed next to the solid waste or recycling container.
- (E) Dead animals shall not be collected by the City or its authorized contractor.

**Section 8. YARD WASTE.**

- (A) Yard waste will be collected separately from other solid waste and recycling. This separate collection will be on one (1) day each week during the yard waste season as specified by the Public Works Director. Solid waste and recycling will not be collected during yard waste collection times.
- (B) Tree trimmings must be bundled. Bundles must be tied securely, shall not be more than eighteen inches (18") in diameter, not more than four feet (4') long or more than sixty-five pounds (65 lbs.) in weight.
- (C) Compostable craft paper bags specifically designed for yard waste must be used for all yard waste. Plastic bags are prohibited for packaging yard waste.

**Section 9. RESIDENTIAL COLLECTION CHARGES.**

- (A) Generally. The City Council may from time to time, by ordinance, prescribe charges for the service of collection and disposal of bulky waste, solid waste, recycling and yard waste. Such charges shall be paid to the City Clerk and shall be billed each month. Should the collection charge(s) become delinquent, the water utility service shall be discontinued under the terms as provided for failure to pay for such service. Any other appropriate legal means are authorized for delinquent accounts. Recipients of bills for collection charges which they believe to be erroneous must report the possible error to the City Clerk's office within thirty (30) days so that any required corrections may be made. The City Manager will make recommendations to the City Council concerning collection charges annually.

- (B) Solid Waste. For each residence, the solid waste collection rate shall be as follows:
- (1) Sixteen Dollars and No/100 (\$16.00) per month per residence for the first solid waste container assigned to the residence.
  - (2) Each additional solid waste container requested shall be Three Dollars and No/100 (\$3.00) per month.
  - (3) The solid waste rates set forth above include only routine maintenance. Damages from neglect or from fires or other casualty in or around the solid waste container will result in additional charges to cover labor and material for restoration or replacement of the solid waste container.
- (C) Recycling. Participation in recycling collection is voluntary. For each residence, the recycling collection rate shall be as follows:
- (1) Four Dollars and 50/100 (\$4.50) per month per residence for the first recycling container assigned to the residence.
  - (2) Each additional recycling container requested shall be Four Dollars and No/100 (\$4.00) per month.
  - (3) The recycling rates set forth above include only routine maintenance of the recycling container. Damages from neglect or from fires or other casualty in or around the recycling container will result in additional charges to cover labor and material for restoration or replacement of the recycling container.
- (D) Bulky Waste. No extra charge will be made for bulky waste collection one (1) time each month at the regular collection site for each residence on the first regularly scheduled collection day of the month. This bulky waste collection is limited to two (2) bulky waste items. Any residence desiring collection of bulky items (i) during any times other than the first regularly scheduled collection day of the month or (ii) in excess of two (2) bulky waste items but not to exceed six (6) bulky waste items, must do so by contacting the City Clerk to make arrangements for a special pickup. Such special pickup shall be subject to a charge of Twenty-Five Dollars and No/100 (\$25.00).

**Section 10: COLLECTIONS; REGULAR INTERVALS.**

The City or the City's contractor shall make residential collection of solid waste, recycling, bulky waste and yard waste at such regular intervals as shall be prescribed by the City Council.

**Section 11: PENALTY.**

Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subject to a fine of not less than Ten Dollars and No/100 (\$10.00) or more than One Hundred Dollars and No/100 (\$100.00), except as otherwise set forth herein. Each day’s failure to comply with any provision of this Ordinance shall constitute a separate violation.

**Section 12: REPEAL.**

Ordinance No. 1245 and any other ordinance in conflict with this Ordinance is hereby repealed.

**Section 13: EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force effective with the billing to be mailed December 1, 2019 and after its passage and publication as provided by law.

**PASSED** by the Governing Body and **APPROVED** by the Mayor this 16<sup>th</sup> day of September, 2019.

**SEAL**

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Jason K. Ward, Mayor

ATTEST:

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Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

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Anna M. Krstulic, City Attorney

# City of Tonganoxie Financial Report

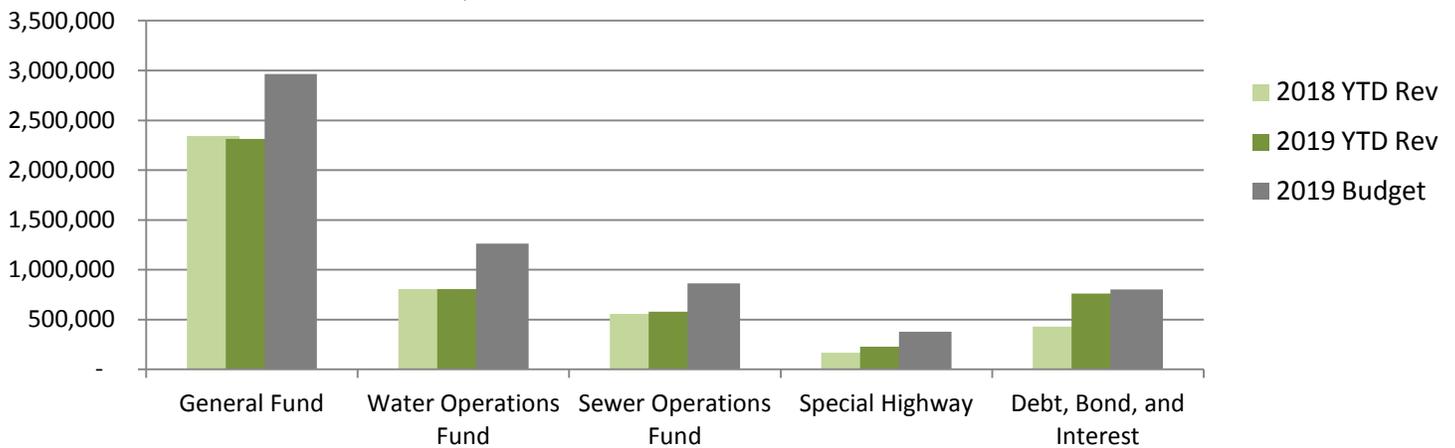
## Aug-19

### Significant Events in Most Recent Period

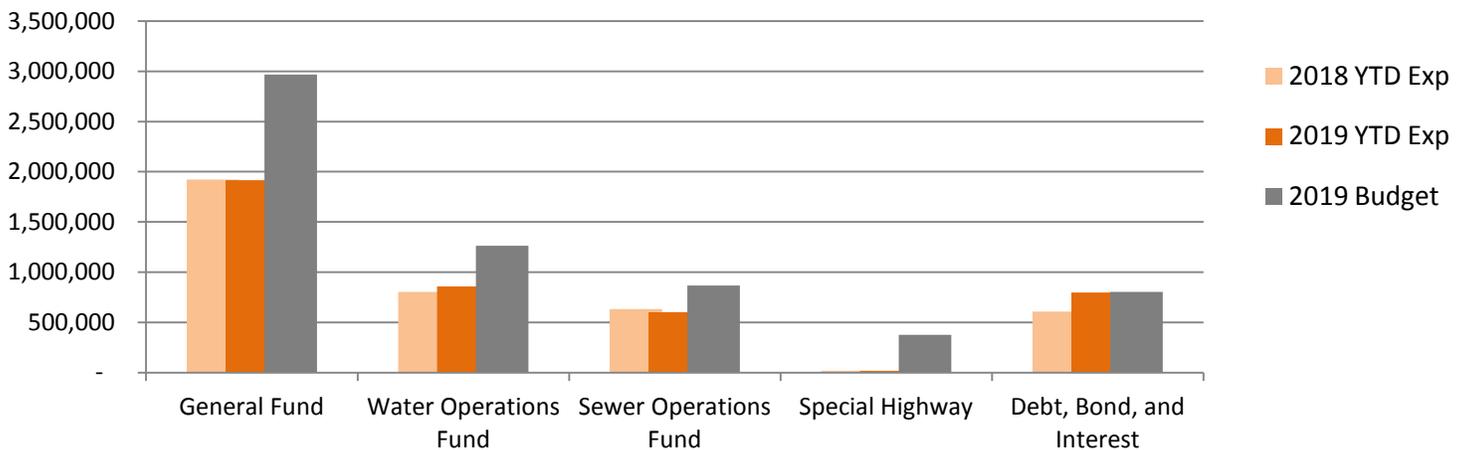
|  |
|--|
| Spent 66% of budget authority in all funds YTD |
| Repaid insurance proceeds for 102 E 2nd St     |
| Paid JE Dunn Pay App #6                        |

|   |
|---|
| Received 74% of budgeted revenue YTD              |
| Strong water sales despite wet summer conditions. |
| 113 total payments in August 2019                 |

### Major Fund Revenues



### Major Fund Expenditures



# General Fund

Principal funding mechanism for general services.

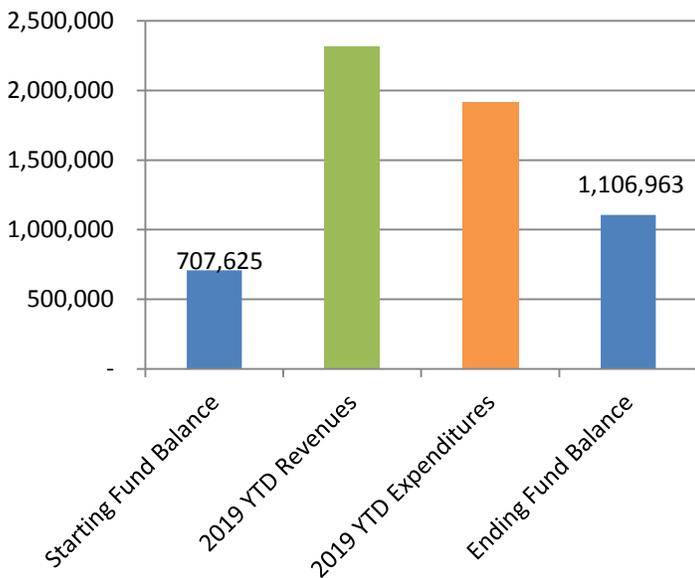
## Revenue

Overall, collected 78% of General Fund revenues.  
 Sales and Use Tax collection on track with budget due to good performance from Use Tax.  
 Franchise Fees were slightly less than budgeted and Court Fines are down.  
 Building Permits revenues are tracking at 143% of budget.

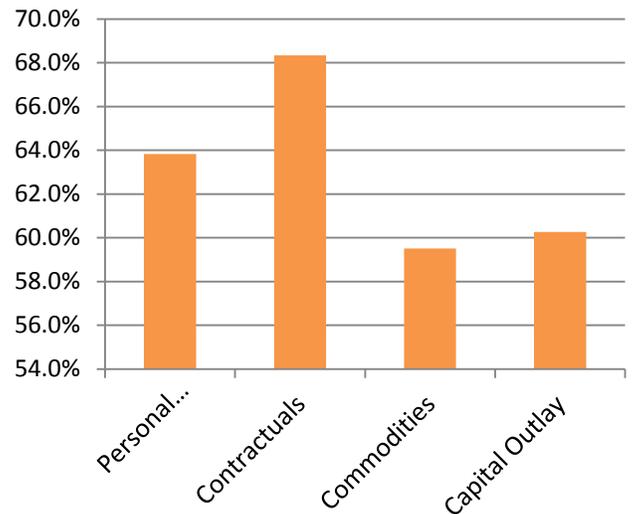
## Expenditures

Overall, spent 64% of General Fund budget.  
 Personal Services is on track with budget.  
 Contractuals are slightly elevated but Commodities and Capital Outlay are less than budget.

Projected Fund Balance



% of Budget Spent by Category



YTD Property Tax Collections

|              |                    |
|--------------|--------------------|
| \$ 1,166,796 | 96.7%<br>of Budget |
|--------------|--------------------|

YTD Franchise Fee Collections

|            |                    |
|------------|--------------------|
| \$ 190,691 | 62.3%<br>of Budget |
|------------|--------------------|

YTD Sales & Use Tax Collections

|            |                    |
|------------|--------------------|
| \$ 388,298 | 69.3%<br>of Budget |
|------------|--------------------|

YTD Building Permit Collections

|           |                     |
|-----------|---------------------|
| \$ 85,734 | 142.9%<br>of Budget |
|-----------|---------------------|

# Utility Funds

Enterprise Funds, operated in a similar manner to private enterprise, and capital funds to finance capacity and infrastructure.

## Water Operations Fund

### Revenue

Water Sales specifically were 65% of budget projections, on pace with the prior year.

| Category       | Receipts     | Change from PY |
|----------------|--------------|----------------|
| Water Sales    | 64.7%        | 0.1%           |
| Debt Surcharge | 70.6%        | 1.6%           |
| Other Fees     | 51.0%        | -3.1%          |
| <b>Total</b>   | <b>63.7%</b> | <b>0.0%</b>    |

## Sewer Operations Fund

### Revenue

Sewer sales and sewer inspection revenues met budget projections through August.

| Category          | Receipts     | Change from PY |
|-------------------|--------------|----------------|
| Sewer Sales       | 67.7%        | 3.8%           |
| Debt Surcharge    | 64.4%        | 1.8%           |
| Sewer Inspections | 59.6%        | 4.0%           |
| <b>Total</b>      | <b>66.9%</b> | <b>3.7%</b>    |

## Sanitation Fund

### Revenue

The total number of billed accounts continues to increase from last year, which impacts budget authority for expenditures.

| Category           | Receipts | Change |
|--------------------|----------|--------|
| Sanitation Charges | 64.8%    | 3.3%   |

## Storm Water Fund

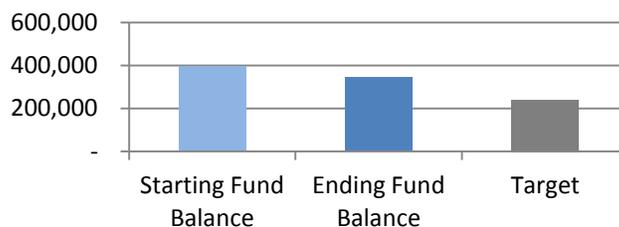
### Revenue

Collected revenue for only part of 2018, as fees were enacted in spring 2018. 2019 revenue is tracking according to budget.

| Category            | YTD Collections |
|---------------------|-----------------|
| Storm Water Charges | 27,930          |

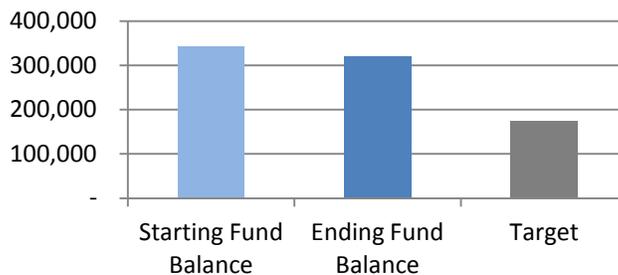
### Expenditures

Commodities and capital outlay are on track with budget, while Contractuals are elevated. Budgeted transfers are only made on a quarterly basis, so only 2 quarters are recorded. Target fund balance is based on YTD revenues.



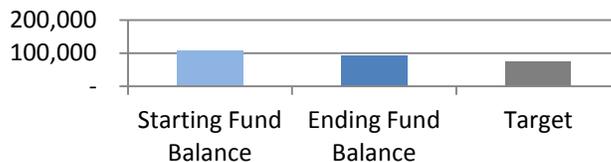
### Expenditures

More expenditures in capital outlay are anticipated before the end of the year.



### Expenditures

70% of budget. Largely a pass through, so staff will continue to monitor participation rates and potential need for budget amendment.



### Expenditures

Only minor billing support expenditures have been completed as the fund is building up available resources before addressing larger projects.

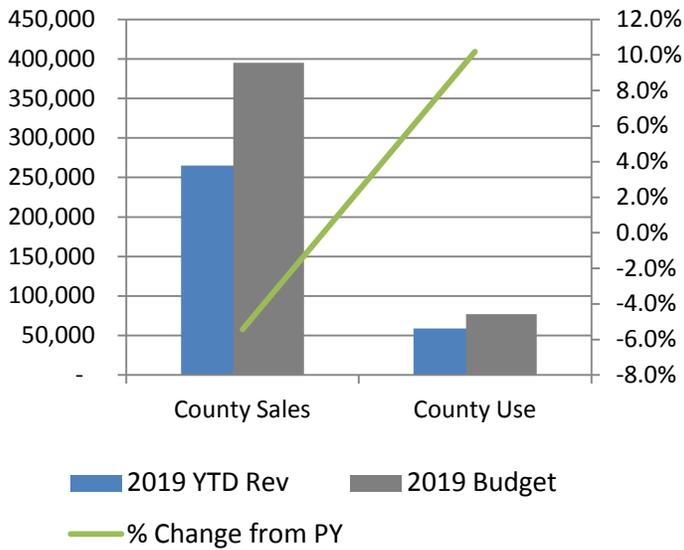
# Cap Projects and Debt Funds

County Road 1 debt, capital projects, and debt service payments.

## Capital Projects Fund

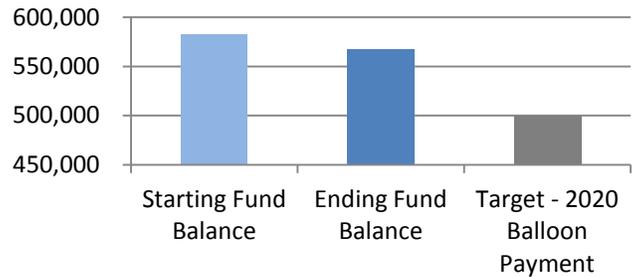
### Revenue

Some revenue is derived from transfers from other funds, but the majority in this fund is from the City's share of County Sales and County Use taxes. County Sales Tax is behind pace from last year but County Use Tax is still tracking ahead of pace for budget.



### Expenditures

\$100,000 CR1 Debt payment will be made soon as budgeted, with a balloon payment planned in 2020. Fund balance is being built up intentionally in advance of this payment.



## Debt, Bond, and Interest Fund

### Revenue

Property Tax is the largest source of revenue in this fund, and it came in at 101% of budget in 2018. Revenue is on track in 2019. Certain debt service payments like the 2018A Library issuance are funded by transfers from other funds dedicated to supporting those issuances (Infrastructure sales tax).

### Expenditures

Made 11 scheduled debt service payments in 2019. The next scheduled debt payment is in December. The \$65,925 payment for interest associated with the Series 2018A Library GO Bonds was paid in February 2019, and the \$195,925 payment for principal and interest on the Series 2018A Library GO Bonds was paid in August 2019.

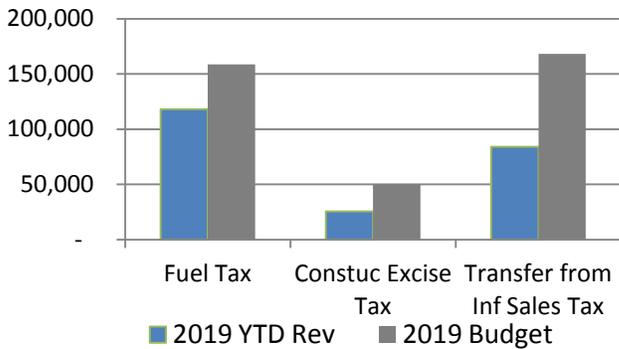
# Special Revenue Funds

Funds restricted in use based on source and type of revenue collected.  
Street and Infrastructure Maintenance Funds

## Special Highway Fund

### Revenue

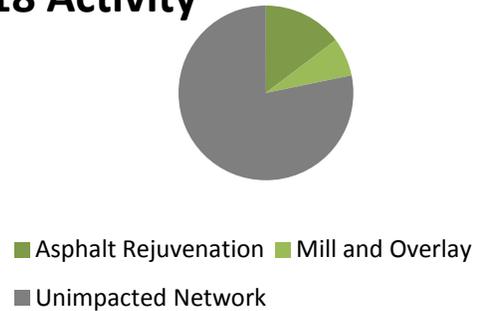
The special highway fund receives funding from 3 primary sources: fuel tax distributions, construction excise taxes on development, and transfers from other funds like the Infrastructure Sales Tax Fund. In 2018, each funding source either met or exceeded budgeted collections. Through the current month, the City has collected revenue on par with budget.



### Expenditures

No major expenditures yet in 2019 except for minor street patching work completed internally. A contract with mill and overlay service provider was approved in August 2019 and will include a majority of maintenance activities in 2019. The proposed contract for chip seal treatment is being considered by the City Council in September 2019.

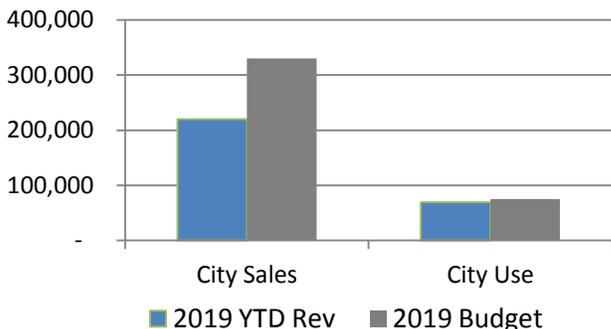
### 2018 Activity



## Infrastructure Sales Tax Fund

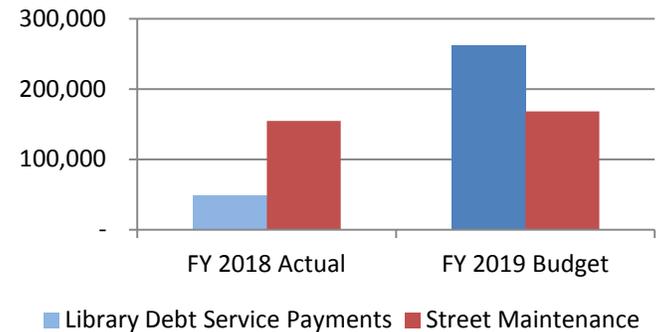
### Revenue

Collections of the general purpose sales tax deducted to funding infrastructure improvements, including the construction of a new Library, on track with budget in sales tax and almost 20% over budget in use tax. The net of these two revenues is slightly over budget.



### Expenditures

The second quarterly transfer of funds was completed for Q2 2019, along with the entirety of transfers for debt service payments.



## Special Revenue Funds

Funds restricted in use based on source and type of revenue collected.

### Utility Capital Funds

| Fund                 | Beg. Fund Balance | YTD Rev | YTD Exp | End. Fund Balance | Change  |
|----------------------|-------------------|---------|---------|-------------------|---------|
| <b>Water Capital</b> | 233,218           | 36,550  | 38,455  | 231,314           | (1,905) |
| <b>Sewer Capital</b> | 304,385           | 44,400  | 49,006  | 299,779           | (4,606) |

### Public Safety Capital Funds

| Fund                  | Beg. Fund Balance | YTD Rev | YTD Exp | End. Fund Balance | Change |
|-----------------------|-------------------|---------|---------|-------------------|--------|
| <b>Fire Capital</b>   | 128,134           | 99,238  | 97,846  | 129,526           | 1,392  |
| <b>Police Capital</b> | 29,271            | 18,305  | 9,418   | 38,158            | 8,887  |

### Other Funds

| Fund                 | Beg. Fund Balance | YTD Rev | YTD Exp | End. Fund Balance | Change  |
|----------------------|-------------------|---------|---------|-------------------|---------|
| <b>Special Parks</b> | 15,702            | 3,421   | 5,889   | 13,235            | (2,467) |