



*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 July 15, 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) Public Hearing: Setting the property tax levy for the 2020 budget
- b) Consideration of Adoption of the 2020 Budget
- c) Consideration of Planning Commission Recommendation for Appointment of Two City Positions on the Planning Commission
- d) Resolution 08-19-01: Evidencing the Official Intent of the City to Undertake a Certain Project, Finance the Same with General Obligation Bonds of the City and be Authorized to Apply Proceeds of Such Bonds to Certain Original Expenditures on Such Project
- e) Resolution 08-19-02: Consider Award of Bid to Little Joe's Asphalt, Inc. and Approval of Contract for 2019 Street Maintenance Mill and Overlay Project
- f) Resolution 08-19-03: Approval of KHRC Moderate Income Housing Agreement
- g) Consideration of Approval to Purchase Lift Station Improvements
- h) Consideration of Approval to Purchase a Fuel Management System
- i) Consideration of Authorization for Expenditures Related to a Tonganoxie Business Park Real Estate Marketing Event
- j) City Manager Agenda
 - 1. Urgent Needs Grant Update
 - 2. Library Project Update

- k) City Attorney Agenda
- l) Mayor Pro Tem Agenda
- m) City Council Agenda
- n) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting Minutes
July 15, 2019
7:00 Regular Meeting

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

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

II. Approval of Minutes –Regular meeting dated July 1, 2019

- **Mr. Bennett made a motion to approve the minutes from the regular meeting dated July 1, 2019.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

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

IV. Open Agenda

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- Dianne Bretthauer, 1415 E 1st Street, addressed the City Council and expressed concerns with code enforcement efforts.
- Mike Stieben, 2035 Copper Creek Court, addressed the City Council and recapped the recent activity he has completed as part of the Leavenworth County Commission, including the budget development process and an upcoming trip he will be making to the White House in Washington DC.
- Jamie Lawson, 1831 Finch Drive, addressed the City Council and offered thanks for the attention directed to the codes issues in the City.
- No other members of the public wished to speak.

V. Old Business

VI. New Business

a) Presentation on 2019 Tongie Tidal Waves Season

- Janet Falk addressed the City Council and provided an update on the 2019 season for the Tongie Tidal Waves swim team. She asked that the City Council consider that she will not be able to continue in her role directing the swim team, and most comparable communities fill the role with the local recreation commission.

b) Consideration of Amending the Authorization for Contract with BG Consultants for Interceptor Sewer Final Design Phase

- Mr. Brajkovic introduced the item and provided an update on the progress of the Interceptor Sewer project.

- **Ms. Stevens made a motion to authorize staff to provide a notice to proceed to BG Consultants for the final design phase of the Interceptor Sewer project for an amount not to exceed \$109,000.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

c) City Manager Agenda

1. Urgent Needs Grant Update

- Mr. Brajkovic updated the City Council about the status of the grant, including that the application should be submitted within one week.

2. Library Project Update

- Mr. Brajkovic updated the City Council about the status of the construction activities at the site of the new Library and the Special Inspections RFP. He commented that the draft lease agreement with the Library Board for the facility is being created now that the building design is completed.

3. Planning Commission Expiring Terms Update

- Mr. Brajkovic advised the City Council that two City representative terms on the Planning Commission will expire in August 2019 and one incumbent has expressed a desire to continue in the role.
- Mr. Porter advised the City Council that the boards and commissions application is now available on the City's website and the proposed consideration of applications would result in consideration by the Planning Commission on August 1 and by the City Council on August 5.

d) City Attorney Agenda

e) Mayor Pro Tem Agenda

1. Review of Ordinance 1294, Amending Chapter XIV of the City Code Including Section 14-209. PARKING IN RESIDENTIAL AREAS

- Mayor Pro Tem Himpel commented that the minutes from the February 22, 2010 are available on the City's website and demonstrate the extensive conversation around the decision to exempt the City from regulation of parking on unimproved surfaces. He asked the City Council to consider the issue in an upcoming meeting after hearing input from residents.
- Ms. Stevens commented that she would like to wait until the September 3, 2019 meeting to discuss the item in order to give more time for public discussion.
- Ms. Patterson commented that she wouldn't be able to attend the August 5, 2019 City Council meeting so she hoped the discussion could be planned for the August 19, 2019 meeting.
- Mr. Oroke commented that he supported holding the discussion on August 19, 2019.
- **Mr. Himpel made a motion to add a discussion item to the August 19, 2019 agenda.**
- **Ms. Patterson seconded the motion.**
- **Vote of all ayes, motion carried.**

f) City Council Agenda

- Ms. Patterson offered congratulations to Janet Falk for her 11 years of service as the director of the Tongie Tidal Waves Swim Team.
- Ms. Stevens summarized the 2020 budget workshop discussions from earlier in the evening, including the proposed addition of a part time codes enforcement position.

g) Mayor Agenda

1. Executive session pursuant to consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship

- **Ms. Patterson made a motion to move that the City Council recess into executive session to discuss a claim filed against the City pursuant to the attorney-client consultation exception, K.S.A. 75-4319(b)(2). The open meeting will resume in the City Council chamber at 7:50 p.m. The executive session will include the Governing Body, City Attorney, City Manager, Assistant City Manager, and Police Chief.**

- Ms. Stevens seconded the motion.
- Vote of all ayes, motion carried.
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- Ms. Patterson made a motion to return the City Council from executive session at 7:50 PM. No binding action was taken in the executive session.
- Mr. Oroke seconded the motion.
- Vote of all ayes, motion carried.

VII. Information & Communications (No Action Required)

VIII. Adjourn

- Ms. Patterson made a motion to adjourn the meeting.
- Mr. Oroke seconded.
- Vote of all ayes, motion carried. Meeting Adjourned at 7:51 PM.

Respectfully submitted,



Dan Porter, Assistant City Manager

DRAFT



Bank Code: AP Bank-AP Bank

Vendor Number	Vendor Name	Payment Date	Payment Type	Payment Amount	Number
1082	1st Due Emergency Response Solutions, LLC	07/19/2019	Regular	13270	46472
793	LEAVENWORTH COUNTY TREASURER	07/19/2019	Regular	2640.8	46487
813	FREESTATE ELECTRIC COOPERATIVE	07/19/2019	Regular	1704	46480
373	Kansas Health and Environmental Laboratories	07/19/2019	Regular	946	46483
857	MIDCONTINENT COMMUNICATIONS	07/19/2019	Regular	894.08	46489
254	HUBER & ASSOCIATES, INC	07/19/2019	Regular	750	46481
548	RECORDNEWS	07/19/2019	Regular	649.31	46493
348	KBI	07/19/2019	Regular	400	46484
938	E2 EMBROIDERY & SCREEN PRINTING	07/19/2019	Regular	375	46477
1057	International Association for Property and Evidence, IN	07/19/2019	Regular	375	46482
542	QUILL	07/19/2019	Regular	345.4	46492
115	CONRAD FIRE EQUIPMENT, INC.	07/19/2019	Regular	313.61	46475
692	ZEP MANUFACTURING COMPANY	07/19/2019	Regular	299.99	46496
426	LEAVENWORTH COUNTY SHERIFF OFFICE	07/19/2019	Regular	275	46486
453	MIDWEST CARPET CENTER, INC.	07/19/2019	Regular	249	46490
886	CREATIVE PRODUCT SOURCE, INC.	07/19/2019	Regular	200	46476
505	PATCHEN	07/19/2019	Regular	183.06	46491
922	BORDER STATES INDUSTRIES	07/19/2019	Regular	122.81	46474
1080	Robin Barker	07/19/2019	Regular	75	46494
1042	Foley Equipment	07/19/2019	Regular	54.04	46479
404	LEAVENWORTH TIMES	07/19/2019	Regular	50	46488
1081	Ashley Farr	07/19/2019	Regular	37.5	46473
182	FEDEX	07/19/2019	Regular	19.81	46478
628	TODD'S TIRE LLC	07/19/2019	Regular	16	46495
381	LADD SERVICE COMPANY	07/19/2019	Regular	4.62	46485

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	28	25	0.00	24,250.03
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
	28	25	0.00	24,250.03

All Bank Codes Check Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	28	25	0.00	24,250.03
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
	28	25	0.00	24,250.03

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	7/2019	24250.03
			24250.03



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
TO: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Public Hearing for Setting the Tax Levy and Potentially Adopting the 2020 Budget

DISCUSSION:

In order to formally adopt the 2020 budget, the City Council must first hold a public hearing to allow comments on the proposed budget. Once the public hearing is concluded the City Council can continue with discussion on proposed budget initiatives and will have the option to conclude the annual budget approval process by making a motion to adopt the 2020 budget as presented and set the property tax levy.

The development of the 2020 budget included numerous opportunities for policy direction from the Governing Body and input from residents of Tonganoxie. Dedicated public hearing opportunities were held on June 17 and July 1 and staff also analyzed & presented the results of an online survey tool offered to utility customers. Following the Spring Retreat, the Governing Body convened for a Capital Maintenance & Improvement Projects work session, heard the City Manager's Proposed Budget at the June 3 regular meeting, and four additional budget work sessions. The maximum expenditure budget authority proposed in 2020 totals \$8,967,609. The total planned expenditures for all funds (including non-budgeted) in 2020 is \$9,259,521, which is an increase of 7% from 2019. The total property tax levy is \$2,047,209, which is an increase of 8% over the total tax levy in 2019. The increase in property tax revenue represents the entirety of collections from all newly annexed properties within the City limits, the difference in collections from properties changed in use, and the effect of increased overall assessed valuation of existing properties. The total property tax revenue also includes \$355,337 collected and remitted to the Tonganoxie Public Library.

Some of the major initiatives included for funding in the 2020 General Fund budget include the addition of 1 Police Officer position (1 FTE), replacement of Police Fleet vehicle with a 2020 Dodge Charger, the addition of a Part-Time Codes Enforcement Officer position (0.5 FTE), and lease-purchase of a Street Sweeper.

Programmed use of the 3/8 cent Infrastructure Sales Tax is a key component of the 2020 budget. \$262,950 will go towards the debt service committed with the City's \$3.75M investment in the new Tonganoxie Public Library. In addition, \$150,000 is allocated towards the third year of additional funding for the maintenance and preservation of City street infrastructure and \$50,000 is allocated to complete the sandblasting and refinishing of the water park's underwater surface. This set of strategic investments continues to focus on the City's diverse infrastructure maintenance needs.

The City's utility funds include support for several initiatives that require the support of pending rate structure adjustments to the City's water and sewer utilities in order to maintain necessary levels of fund balance and ensure continuation of service provision. Initiatives include replacement of an aging zero-turn mower, replacement of the City's F-450 Utility Truck, purchase of a mobile generator for lift station support in the case of a temporary power outage, and a portion of the street sweeper lease-purchase. Public Safety equipment funds act as the funding source for several pieces of valuable equipment, including an operations/utility vehicle for the Fire Department and a share of the 2020 Dodge Charger for the Police Department.

ACTION NEEDED:

1. Hold a public hearing for setting the property tax levy and 2020 budget as shown in the attached notice of public hearing.
2. Consider making a motion to set the property tax levy and approve the proposed 2020 budget, as shown on the attached budget certificate

ATTACHMENTS:

Published Notice of 2020 Budget Public Hearing
2020 Budget Certificate
Property Tax Lid Calculations – 2020 Budget
2020 Proposed Library Budget – Final Version
2020 Budgeted Position Summary
2020 Pay Ranges by Position

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director
John Zimbelman, Fire Chief
Greg Lawson, Police Chief
Darren Shupe, Water Park Manager

NOTICE OF BUDGET HEARING

The governing body of
Tonganoxie

will meet on August 5, 2019 at 7:00 PM at Council Chambers, 321 S. Delaware Street, Tonganoxie, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Tonganoxie City Hall or www.tonganoxie.org and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2018		Current Year Estimate for 2019		Proposed Budget for 2020		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate *
General	2,825,762	27.678	2,934,872	27.670	3,621,760	1,250,911	27.670
Debt Service	646,578	9.757	802,263	9.754	874,691	440,961	9.754
Library	263,271	5.974	281,702	5.948	317,817	268,989	5.950
Library Employee Benefits	121,820	1.917	130,899	1.909	166,415	86,348	1.910
Special Highway	328,827		376,780		363,500		
Special Parks	2,335		10,600		5,600		
Transient Guest					1,500		
Water Operations	1,206,074		1,261,883		1,287,434		
Sewer Operations	798,254		820,718		900,901		
Sanitation	374,285		368,211		370,114		
Stormwater	469		21,031		41,000		
Capital Projects	373,441		478,480		1,016,877		
Non-Budgeted Funds-A	227,143						
Non-Budgeted Funds-B	1,478,403						
Totals	8,646,662	45.326	7,487,439	45.281	8,967,609	2,047,209	45.284
Less: Transfers	695,961		745,881		777,950		
Net Expenditure	7,950,701		6,741,558		8,189,659		
Total Tax Levied Assessed	1,744,047		1,884,911		xxxxxxxxxxxxxxxxxxx		
Valuation	38,476,385		41,626,290		45,208,221		
Outstanding Indebtedness, January 1,							
	2017		2018		2019		
G.O. Bonds	10,430,000		9,245,000		11,985,000		
Revenue Bonds	0		0		0		
Other	0		0		0		
Lease Purchase Principal	2,152,743		1,894,237		1,976,359		
Total	12,582,743		11,139,237		13,961,359		

*Tax rates are expressed in mills

Dan Porter

City Official Title: Asst. City Manager

Tonganoxie

2020

Computation to Determine Limit for 2020

	Amount of Levy
1. Total tax levy amount in 2019 budget	+ \$ <u>1,884,911</u>
2. Library levy in 2019 budget	- \$ <u>327,087</u>
Other tax entity levy in 2019 budget	- \$ <u>0</u>
3. Net tax levy	\$ <u>1,557,824</u>

2020 Budget Percentage Adjustments

4. New improvements, Remodeling and Renovations for 2019 :	+	<u>992,570</u>	
5. Increase in personal property for 2019 :			
5a. Personal property 2019	+	<u>348,866</u>	
5b. Personal property 2018	-	<u>330,073</u>	
5c. Increase in personal property (5a minus 5b)	+	<u>18,793</u>	
			(Use Only if > 0)
6. Valuation of annexed territory for 2019 :			
6a. Real estate	+	<u>0</u>	
6b. State assessed	+	<u>0</u>	
6c. New improvements	+	<u>0</u>	
6d. Total adjustment (sum of 6a, 6b, and 6c)	+	<u>0</u>	
7. Valuation of property that has changed in use during 2019 :	+	<u>207,011</u>	
8. Expiration of property tax abatements	+	<u>0</u>	
9. Expiration of TIF, Rural Housing, and NR Districts (Incremental assessed value over base)	+	<u>0</u>	
10. Total valuation adjustment (sum of 4, 5c, 6d, 7, 8 & 9)		<u>1,218,374</u>	
11. Total estimated valuation July 1, 2019		<u>45,208,221</u>	
12. Percentage adjustment factor - Line 10 / (Line 11 - Line 10))		<u>0.0277</u>	
13. Percentage adjustment increase (12 times 3)	+ \$	<u>43,147</u>	
14. Consumer Price Index for all urban consumers for calendar year 2018 (5 year average)		<u>1.50%</u>	
15. Consumer Price Index adjustment (Line 3 times Line 14)	\$	<u>23,367</u>	
16. Total Percentage Adjustments	\$	<u>66,514</u>	

2020 Revenue Adjustments

17. Property tax revenues for debt service in 2020 budget:		+	<u>440,961</u>	
Property tax revenues for debt service in 2019 budget:		-	<u>406,029</u>	
Increase property tax revenues spent on debt service			<u>34,932</u>	
18. Property tax revenues spent for public building commission and lease payments in the 2020 budget: (Obligations must have been incurred prior to July 1, 2016) (Do not include amounts already reported in debt service levy)		+	<u>0</u>	
Property tax revenues spent for public building commission and lease payments in the 2018 budget:		-	<u>0</u>	
Increase property tax revenues spent on public building commission and lease payments			<u>0</u>	
19. Property tax revenues spent on special assessments in the 2020 budget: (Do not include amounts already reported in debt service levy)		+	<u>0</u>	
20. Property tax revenues spent on court judgments or settlements and associated legal costs in the 2020 budget:		+	<u>0</u>	
21. Property tax revenues spent on Federal or State mandates (effective after June 30, 2015) and loss of funding from Federal sources after January 1, 2017 in the 2020 budget:		+	<u>0</u>	
22. Property tax revenues spent on expenses related to disaster or Federal Emergency in the 2020 budget:		+	<u>0</u>	
23. Law enforcement expenses - 2020 budget:		+	<u>1,203,192</u>	
Law enforcement expenses - 2019 budget:		-	<u>1,088,186</u>	
CPI adjustment	1.50%		<u>16,323</u>	
Increased law enforcement expenses in 2020 budget: (Do not include building construction or remodeling costs)				+
				<u>98,683</u>
24. Fire protection expenses - 2020 budget:		+	<u>743,010</u>	
Fire protection expenses - 2019 budget:		-	<u>737,219</u>	
CPI adjustment	1.50%		<u>11,058</u>	
Increased fire protection expense in 2020 budget: (Do not include building construction or remodeling costs)				+
				<u>0</u>
25. Emergency medical expenses - 2020 budget:		+	<u>0</u>	
Emergency medical expenses - 2019 budget:		-	<u>0</u>	
CPI adjustment	1.50%		<u>0</u>	
Increased emergency medical expenses in 2020 budget: (Do not include building construction or remodeling costs)				+
				<u>0</u>
26. Total Revenue Adjustments				<u>133,615</u>

Levies on Behalf of Another Political or Governmental Subdivision

27. Library levy - 2020 budget:	+	<u>355,337</u>
Other tax entity levy - 2020 budget	+	<u>0</u>
Other tax entity levy - 2020 budget:	+	<u>0</u>
28. Total Levies on Behalf of Another Political or Governmental Subdivision	+	<u>355,337</u>
29 Levy for Dissolved Taxing Entity (Only Use the First Year After Dissolved)	+	<u>0</u>
30. Total Computed Tax Levy		<u>2,113,290</u>

Other Tests - Property Tax Decline

Note - In order to use the test, there must be a decline in tax revenues in at least one of the years listed below

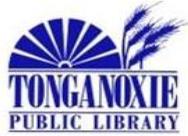
2016 Tax Levy (Less Levy for other Governmental Units		None
2017 Tax Levy (Less Levy for other Governmental Units		None
2018 Tax Levy (Less Levy for other Governmental Units		None
2019 Tax Levy (Less Levy for other Governmental Units		None
Average Tax Levy (last three years)	#DIV/0!	
CPI Adjustment of 0.025	#DIV/0!	
Average Tax Levy Adjusted by CPI	#DIV/0!	
2020 Total Tax Levy (Less Levy for Other Governmental Units		
Exemption from Election Requirement	#DIV/0!	

"

Other Tests - Lost Valuation Test

Assessed Valuation Loss		0
2020 Tax Levy (Less Levy for other Governmental Units	1,691,872	
2019 Tax Levy (Less Levy for other Governmental Units	1,557,824	
Change in Levy	134,048	
CPI Adjustment		23,367
2020 Mill Rate (Less Mills for other Governmental Units	37.424	
Loss of Assessed Valuation Multiplied by 2020 Mill Rate		<u>0</u>
Total Adjustment for Loss of Assessed Valuation		23,367

Exemption from Election Requirement**No**



**2020 Tonganoxie Library Budget
General Operating Fund**

EXPENSES

INCOME

SALARIES

Library Director	51,395
FT Catalog and Acquisitions Manager	35,071
FT Admin Circ Supervisor/ILL	29,140
FT Admin Youth/Adult Services	28,985
PT IT Manager	11,669
Part Time Staffing (5 PT Staff and 2 On-call)	36,745

Total Salaries

\$193,005 ESTIMATED CARRYOVER FROM 2019

\$0

OPERATIONS

Audit	5,000
Internet	7,000
Advertising	2,000
Building Maintenance	5,514
Chieftain Café	4,800
Collection Development	48,800
Contingency Fund	1,500
Copier Expenses	10,000
Courier	2,800
Grant Projects	9,500
Insurance	1,000
Office Supplies	6,000
Postage	500
Professional Dues	500
Professional Services	13,920
Programs	4,458
Rebranding	10,000
Technology Services	15,305
Telephone	3,000
Training & Travel	1,000
Utilities	13,000

Total Operations

\$165,597

MISCELLANEOUS INCOME

Copier and Fax	12,000
Donations	3,000
Interest	250
Total Misc.	\$15,250

GRANTS

Chieftain Café	4800
NEKLS	25,704
Other Grants	8,500
Rec Commission (SRP)	1,000
State Aid	1,000
Total Grants	\$41,004

Total Non-Tax Income 56,254

TAX INCOME

Ad Valorem	\$268,989
Commercial (CMV)	\$440
Large Truck	\$60
Motor Vehicle	\$32,474
Rec	\$385
Water	\$0

Total Tax Income \$302,348

Capital Fund Transfer 0

Total Expenses

\$358,602

Total Operating Income \$358,602

General Fund Mill Rate	5.95
Employee Benefit Fund Rate	1.91



2020 Tonganoxie Library Budget Employee Benefit Fund

EXPENSES

Health Benefits	66,853
FICA (7.65% of total salaries)	14,765
Retirement benefits for full time employee	11,852
Unemployment Insurance	750
Workman's Compensation	850
Total Expense	\$95,070

INCOME

Ad Valorem	86,348
Commercial (CMV)	139.66
Delinquent Ad Valorem	0
Large Truck	19.00
Motor Vehicle	10,423
Rec	124.0
Water	0
Total Tax Income	\$97,504
Total Cash Available	\$97,504

City of Tonganoxie Positions by Department

Department	Full-time Permanent Positions	2014	2015	2016	2017	2018	2019	2020
Administration		5	6	6	6	6	6	6
Fire		7	7	7	7	7	7	7
Police		12	12	12	14	13	13	14
Public Works		8	8	8	8	8	8	8
Water Park		0	0	0	0	0	0	0
Total Full-time Permanent Positions		32	33	33	35	34	34	35

Full Detail All Positions

Department	Position Title	Classification	Type	2014	2015	2016	2017	2018	2019	2020
Administration	City Manager	Unclassified	Full-time	1	1	1	1	1	1	1
Administration	Assistant City Manager	Exempt	Full-time	1	1	1	1	1	1	1
Administration	City Clerk	Non-exempt	Full-time	0	0	0	0	0	0	0
Administration	Deputy City Clerk	Non-exempt	Full-time	0	1	1	1	1	1	1
Administration	Utility Billing Clerk	Non-exempt	Full-time	3	0	0	0	0	0	0
Administration	Administrative Assistant	Non-exempt	Full-time	0	2	2	2	2	2	2
Administration	Administrative Assistant	Non-exempt	Part-time	0	0	0	0	0	0.5	0.5
Administration	Building/Codes Inspector	Non-exempt	Full-time	1	1	1	1	1	1	1
Administration	Codes Inspector	Non-exempt	Part-time	0	0	0	0	0	0	0.5
Administration	City Attorney	Contract		1	1	1	1	1	1	1
Administration	City Prosecutor	Contract		1	1	1	1	1	1	1
Administration	Municipal Court Judge	Contract		1	1	1	1	1	1	1
Administration	Animal Control Officer	Contract		1	1	1	1	1	1	1
Administration	Custodian	Contract		1	1	1	1	1	1	1
Administration Total				11	11	11	11	11	11.5	12
Fire	Fire Chief	Exempt	Full-time	1	1	1	1	1	1	1
Fire	Deputy Chief	Non-exempt	Full-time	1	1	1	1	1	1	1
Fire	Fire Captain	Non-exempt	Full-time	0	0	2	2	2	2	2
Fire	Firefighter	Non-exempt	Full-time	5	5	3	3	3	3	3
Fire	Firefighter	Non-exempt	Part-time	15	15	15	15	15	15	15
Fire Total				22	22	22	22	22	22	22
Police	Police Chief	Exempt	Full-time	1	1	1	1	1	1	1
Police	Lieutenant	Non-exempt	Full-time	1	1	1	1	2	1	1
Police	Sergeant	Non-exempt	Full-time	2	2	3	3	2	3	3
Police	Investigator	Non-exempt	Full-time	1	1	0	0	0	0	0
Police	Corporal	Non-exempt	Full-Time	0	0	0	0	0	0	2
Police	Officer	Non-exempt	Full-Time	6	6	6	8	7	7	6
Police	Officer	Non-exempt	Part-time	10	10	5	0	0	0	0
Police	Clerk	Non-exempt	Full-time	1	1	1	1	1	1	1
Police	Administrative Assistant	Non-exempt	Part-time	0	0	0	0	0	0.5	0
Police Total				22	22	17	14	13	13.5	14
Public Works	Public Works Director	Exempt	Full-time	1	1	1	1	1	1	1
Public Works	Utilities Superintendent	Non-exempt	Full-time	1	1	1	1	1	1	1
Public Works	Foreman	Non-exempt	Full-time	1	1	1	1	1	1	1
Public Works	Heavy Equip Operator	Non-exempt	Full-time	1	1	1	1	1	1	1
Public Works	Maintenance Worker II	Non-exempt	Full-time	2	2	2	2	3	3	3
Public Works	Maintenance Worker I	Non-exempt	Full-time	0	0	0	0	0	0	0
Public Works	Water Distr/Meter Reader	Non-exempt	Full-time	2	2	2	2	1	1	1
Public Works	Laborer (seasonal)	Non-exempt	Full-time	1	1	1	1	1	1	1
Public Works Total				9	9	9	9	9	9	9
Water Park	Aquatics Director	Exempt	Full-time	1	1	1	1	1	1	1
Water Park	Office Manager	Non-exempt	Full-time	2	2	2	2	2	2	2
Water Park	Lessons Instructor	Non-exempt	Part-time	0	0	0	0	0	0	0
Water Park	Lifeguards	Non-exempt	Part-time	20	20	20	20	20	20	20
Water Park	Concession Clerk	Non-exempt	Part-time	7	7	7	7	7	7	7
Water Park Total				30	30	30	30	30	30	30
Grand Total				116	116	106	86	85	86	87

City of Tonganoxie 2020 Pay Ranges by Position

Position	Department	FLSA	Pay Range	
			Minimum	Maximum
Administrative Assistant	Administration	Non-Exempt	\$ 31,012	\$ 45,400
Assistant City Manager	Administration	Exempt	\$ 68,914	\$ 92,500
Building/Codes Inspector	Administration	Non-Exempt	\$ 40,915	\$ 58,583
Codes Inspector	Administration	Non-Exempt	TBD	TBD
City Manager	Administration	Exempt	Unclassified	
Deputy City Clerk	Administration	Non-Exempt	\$ 39,736	\$ 62,884
Deputy Fire Chief**	Fire	Non-Exempt	\$ 53,800	\$ 79,263
Fire Captain**	Fire	Non-Exempt	\$ 45,588	\$ 68,812
Fire Chief	Fire	Exempt	\$ 68,914	\$ 92,500
Firefighter**	Fire	Non-Exempt	\$ 35,436	\$ 58,163
Police Chief	Police	Exempt	\$ 68,914	\$ 92,500
Police Corporal*	Police	Non-Exempt	\$ 42,566	\$ 62,439
Police Lieutenant*	Police	Non-Exempt	\$ 58,300	\$ 82,263
Police Officer*	Police	Non-Exempt	\$ 39,290	\$ 59,163
Police Records Clerk	Police	Non-Exempt	\$ 32,261	\$ 46,472
Police Sergeant*	Police	Non-Exempt	\$ 48,558	\$ 71,812
Police Trainee*	Police	Non-Exempt	\$ 29,125	\$ 42,273
Heavy Equipment Operator	Public Works	Non-Exempt	\$ 32,261	\$ 46,472
Laborer	Public Works	Non-Exempt Seasonal	\$ 23,982	\$ 33,060
Maintenance Worker I	Public Works	Non-Exempt	\$ 29,830	\$ 44,365
Maintenance Worker II	Public Works	Non-Exempt	\$ 32,261	\$ 49,472
Public Works Director	Public Works	Exempt	\$ 68,914	\$ 92,500
Public Works Foreman	Public Works	Non-Exempt	\$ 37,419	\$ 55,583
Utilities Superintendent	Public Works	Non-Exempt	\$ 49,717	\$ 74,400
Assistant Pool Manager	Water Park	Non-Exempt Seasonal	\$ 25,834	\$ 35,612
Pool Manager	Water Park	Exempt Seasonal	\$ 37,419	\$ 51,583

* - Annual compensation estimates based on 2,184 hours per year

** - Annual compensation estimates based on 2,756 hours per year



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Tweedy, Administrative Assistant
SUBJECT: Planning Commission Consideration of Applications for 2 Positions

DISCUSSION:

Staff recently contacted Jake Dale and Patti Gabel and notified them that their terms as City representatives on the Planning Commission were due to expire on August 21, 2019.

Mayor Ward directed staff to update the City Council and prepare a vacancy notice, which was advertised on the City's website in order to draw interest. The deadline for applications was July 30, 2019 and staff received 4 applications. Applications were shared with the Planning Commission at the August 1, 2019 meeting, and a recommendation was made that the City Council consider appointing Mr. Jacob Dale and Mr. Tim Eicherl or Patricia Bitler.

The Mayor appoints members of the Planning Commission with the input of the City Council.

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to recommend that the Mayor appoint two people to the Planning Commission for a term commencing in September 2019.

ATTACHMENTS:

Planning Commissioner Applications
Excerpt of the Draft Minutes from the Planning Commission August 1, 2019 meeting

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



Boards and Committees Application

City of Tonganoxie

Name (First and Last)	Jacob Dale
	1023 Starla Ct. Tonganoxie KS 66086
Email	hricane23@gmail.com
Phone Number	785-979-3220
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	Sunflower Bank - Vice President, Business Banking - In my role as a Business Banker, I seek to provide finance and banking solutions to businesses covering all industries and sizes.
What Board/Committee would you like to serve on?	Planning Commission
Why do you wish to serve on this board?	I wish to continue serving on the Planning Commission and Board of Zoning Appeals to continue being a part of the process of developing the community in a logical and efficient manner.
What other Tonganoxie boards and committees have you served on?	I currently serve on the Boards of the Tonganoxie Public Library and Tonganoxie Business Association, and am involved in the District Site Council for USD 464.
Is this an application for a reappointment to a board you currently serve on?	Yes
Describe any work or volunteer experience that is related to the function of this board or committee.	I believe that being engaged with the community is important to being able to make sound decisions that affect the present and future of Tonganoxie, and volunteering for civic positions and community activities is only part of becoming as informed as possible. That is why I've not only volunteered for the Boards I currently serve on, but have also volunteered for Tongie Days for several years, for the Library Run, for the Sunflower Run held during the Sunflower Stroll weekend, and for the FAST Community Workouts held by the Rec Commission.
Select your highest education completed.	Bachelors Degree
Other information or comments	I thank you for your consideration.



Boards and Committees Application

City of Tonganoxie

Name (First and Last)	Patrica Bitler
	250 Willis Drive Tonganoxie KS 66086
Email	pblanddesign@gmail.com
Phone Number	9132401440
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	Electrician team leader at General Motors- I train and relieve my team of electricians. I facilitate team members with break downs and maintenance. i keep quality, overtime, and parts paperwork.
What Board/Committee would you like to serve on?	Planning Commission
Why do you wish to serve on this board?	i want to serve my greater community by giving back, I finally have the time to volunteer in my adopted home of Tonganoxie, after twenty three years here I want to be a part of the next 100.
What other Tonganoxie boards and committees have you served on?	none
Is this an application for a reappointment to a board you currently serve on?	No
Describe any work or volunteer experience that is related to the function of this board or committee.	None really, although we're all planning for our futures. I just thought this sounded like an interesting place to use some common sense and new ideas.
Select your highest education completed.	Some College
Other information or comments	



Boards and Committees Application

City of Tonganoxie

Name (First and Last)	Timothy Eicherl
	1159 S Delaware St Tonganoxie KS 66086
Email	tim@pfsigns.us
Phone Number	9136895259
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	Owner and operator of prairie fire signs and graphics. Full service sign manufacturer. Daily interaction with city planners and engineers. Manage employees, independently budget and plan installation for all business conducted out of prairie fire, including code enforcement and pulling necessary permits. Conduct all site surveys as well as being the face of the company, including specs, utilization of zoning maps, and engineered stamped drawings. Timeliness and customer service are top priorities.
What Board/Committee would you like to serve on?	Planning Commission
Why do you wish to serve on this board?	I would like to serve my community by utilizing my vast skill set and knowledge to support controlled growth and development of Tonganoxie
What other Tonganoxie boards and committees have you served on?	Member of the Tonganoxie Business Association, Lenexa chamber of commerce, Shawnee chamber of commerce, BNI
Is this an application for a reappointment to a board you currently serve on?	No
Describe any work or volunteer experience that is related to the function of this board or committee.	Consistently review and reading blue prints and drawings, municipal code review to ensure understanding and adhering for my customers. Review code with city planners and city managers to establish top notch relationships, communication, and code enforcement. Establish and develop bids and proposals, budgeting and planning for materials for various jobs. Fabricate wood, metal, acrylic, and urethane signage. I am a craftsman in skilled trades, including electrical, mechanical, plumbing, and architecture thru my experience in construction and sign fabrication.
Select your highest education completed.	Bachelors Degree
Other information or comments	If you have any additional questions or concerns about my experience and how it would benefit Tonganoxie, please feel free to reach out to me on the number listed above.



Boards and Committees Application

City of Tonganoxie

Name (First and Last)	Amanda Beach-Starcher
	620 E. Washington St. Tonganoxie KS 66086
Email	amandabeachstarcher@gmail.com
Phone Number	913-416-3697
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	The White Birch Agency, Realty Executives of KC Realtor Rent, buy, or sell property for clients. Perform duties, such as study property listings, interview prospective clients, accompany clients to property site, discuss conditions of sale, and draw up real estate contracts.
What Board/Committee would you like to serve on?	Planning Commission
Why do you wish to serve on this board?	<p>1) I'm a strong advocate for community involvement, my grandmother who served with the Tonganoxie Historical Society taught me at an early age the importance of community involvement. I would like to pass that on. I have three school aged children and I want to teach them the value community involvement. I believe this board position will not only allow me to give back to the community I live in, but allow me to serve as a role model for my children.</p> <p>2) My husband and I (both local business owners in Tonganoxie) are very interested in the future development of Tonganoxie not only for the near future, but for the long term as well. My family moved to the Tonganoxie area in the early 70's and have become very integrated in the community over the years. We are proud to be from Tonganoxie!</p> <p>3) I believe I will bring the voice of the people to the commission. Working as a Local Relator in Tonganoxie, I listen to the concerns of the community daily as well as the concerns of potential new residents looking to move into the area because of Tonganoxie's high-quality reputation. I believe this will provide a valued voice for the future direction of Tonganoxie development.</p>
What other Tonganoxie boards and committees have you served on?	Tonganoxie Business Association: Board Member; Sunflower Stroll: Treasurer
Is this an application for a reappointment to a board you currently serve on?	No

Describe any work or volunteer experience that is related to the function of this board or committee.

Kansas City Regional Association of Realtors: Community Outreach Board

Select your highest education completed.

High School

Other information or comments



Planning Commission Meeting Minutes

August 1, 2019

7:00 p.m. Regular Meeting

EXCERPT FROM AUGUST 1ST, 2019 PLANNING COMMISSION MEETING MINUTES:

...

A) Consideration of Planning Commissioner Applications

- Mr. Brajkovic stated that Ms. Gabel and Mr. Dale were the two seats up for re-appointment. Ms. Gabel has chosen to not reapply at this time. There were four applicants who submitted applications for the commission, Mr. Jacob Dale, Mr. Tim Eicherl, Ms. Patricia Bitler and Ms. Amanda Starcher-Beach.
- Mr. Morgan, Mr. Stoltenberg, Ms. Gee and Mr. Brajkovic thanked Ms. Gabel for her time on the commission.
- Mr. Brajkovic stated that the planning commission does get a chance to review the applications prior to the applicants going to Mayor Ward for review. He asked if they would like to recess to review the applications and discussion.
- All of the commissioners did review the applicants prior to the meeting this evening and did not believe they would need to recess for further discussion.
- Mr. Morgan stated that he felt all the applicants were well qualified for the commission. He would like a letter to go to the two who were not recommended letting them know that we may have openings later in the year due to City Council Elections.
- Mr. Morgan asked if any of the applicants would like to speak.
- Ms. Patricia Bitler addressed the commission with her reasons for applying and thanked them for their consideration and opportunity to speak with and observe them. She stated that was excited for the potential opportunity to work with them.
- Mr. Morgan stated he would recommend Ms. Patricia Bitler and Mr. Jacob Dale, but was open to any of the applicants.
- Mr. Stoltenberg stated that his top choices would be Mr. Dale and Mr. Tim Eicherl.
- Ms. Gee stated that she would like to state that she did not want to exclude the applicants that are not here this evening. Her top two choices would be Mr. Jacob Dale and Mr. Tim Eicherl.
- Ms. Gabel stated that he would like to see Mr. Dale continue and see Patricia Bitler join the commission.
- Mr. Morgan tallied the recommendations and stated that the commission will recommend Mr. Jacob Dale, Ms. Patricia Bitler and Mr. Tim Eicherl for City Council's consideration at the regular meeting on August 5th, 2019 at 7PM in the City Council Chambers at 321 S Delaware Street.

...



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Resolution 08-19-01: Authorizing Expenses Associated with Construction of Interceptor Sewer

DISCUSSION:

As a follow-up to the approved expenditures for easement acquisition, preliminary design, and final design activities, Resolution 08-19-01 serves as the first step in the process of issuing general obligation bonds to finance the project costs associated with constructing an Interceptor Sewer between the Tonganoxie Business Park and the Tonganoxie Wastewater Treatment Plant. This Resolution works to serve as a Reimbursement Resolution, allowing project costs to be eligible for reimbursement, provided expenditures are made on or after the date which is 60 days before the date of this Resolution.

ACTION NEEDED:

Make a motion to approve Resolution 08-19-01

ATTACHMENTS:

Resolution 08-19-01
Excerpt of Meeting Minutes

cc: Dan Porter, Assistant City Manager
Anna Krstulic, City Attorney
Kevin Cowan, Gilmore and Bell, Bond Counsel

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF TONGANOXIE, KANSAS
HELD ON AUGUST 5, 2019**

The governing body of the City of Tonganoxie met in regular session at the usual meeting place in the City on August 5, 2019 at 7:00 p.m. The Mayor presided and the following members of the Governing Body were present:

The following members were absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented to the Governing Body a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS EVIDENCING THE OFFICIAL INTENT OF THE CITY TO UNDERTAKE A CERTAIN PROJECT, FINANCE THE SAME WITH GENERAL OBLIGATION BONDS OF THE CITY AND BE AUTHORIZED TO APPLY PROCEEDS OF SUCH BONDS TO CERTAIN ORIGINAL EXPENDITURES ON SUCH PROJECT.

The Resolution was considered and discussed; and thereupon on motion of Councilmember _____ seconded by Councilmember _____, the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____..

Thereupon, the Resolution having been adopted by vote of the members of the Governing Body, it was given No. _____, and was directed to be signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Tonganoxie, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

City Clerk

RESOLUTION NO. 08-19-01

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS EVIDENCING THE OFFICIAL INTENT OF THE CITY TO UNDERTAKE A CERTAIN PROJECT, FINANCE THE SAME WITH GENERAL OBLIGATION BONDS OF THE CITY AND BE AUTHORIZED TO APPLY PROCEEDS OF SUCH BONDS TO CERTAIN ORIGINAL EXPENDITURES ON SUCH PROJECT.

WHEREAS, the City of Tonganoxie, Kansas (the "City") is undertaking main interceptor sewer improvements in the City from the Business Park to the wastewater treatment plant (the "Project"); and

WHEREAS, the City anticipates that the costs of the current phase of the Project will be approximately \$2,000,000.

WHEREAS, the City desires to declare its official intent pursuant to Treas. Reg. §1.150-2 to reimburse certain costs of constructing the Project with proceeds of debt to be incurred by the City;

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

Section 1. The City intends to reimburse itself for all or a portion of Project cost expenditures, to the extent permitted by law, with the proceeds of bonds or other obligations to be issued by the City (the "Bonds").

Section 2. The maximum principal amount of Bonds expected to be issued for the Project is \$2,100,000.

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

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ADOPTED by the governing body of the City of Tonganoxie, Kansas this 5th day of August 2019.

[SEAL]

Mayor

Attest:

City Clerk

RESOLUTION NO. 08-19-01

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS EVIDENCING THE OFFICIAL INTENT OF THE CITY TO UNDERTAKE A CERTAIN PROJECT, FINANCE THE SAME WITH GENERAL OBLIGATION BONDS OF THE CITY AND BE AUTHORIZED TO APPLY PROCEEDS OF SUCH BONDS TO CERTAIN ORIGINAL EXPENDITURES ON SUCH PROJECT.

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

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Section 2. The maximum principal amount of Bonds expected to be issued for the Project is \$2,100,000.

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

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ADOPTED by the governing body of the City of Tonganoxie, Kansas this 5th day of August 2019.

[SEAL]

Mayor

Attest:

City Clerk



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 08-19-02 Consider Award of Bid to Little Joe's Asphalt, Inc for the 2019 Mill & Overlay Project

DISCUSSION:

The 2019 budget adopted by the City Council included a continuation of dedicated funding for street maintenance activities at a greatly enhanced level compared to prior years due to the identification of a clear need for preventative maintenance to improve the lifespan and quality of the City's transportation infrastructure and the presence of a partially dedicated funding source due to voter approval of a $\frac{3}{4}$ cent infrastructure sales tax in February 2017. The governing body provided policy direction at the Capital Maintenance & Improvement Projects workshop held in May 2019 for staff to move forward with targeted street maintenance treatments on locations identified throughout the City. The 2019 Mill & Overlay project reflects the largest component of those planned efforts in 2019 and the most significant aspect completed with the aid of outside firms. So far in 2019 Public Works staff have completed some smaller projects in-house including pot-hole patching, curb repair, and curb replacement.

Advertisement was placed soliciting bids (request for proposals) on the City's website on July 10, 2019 with a due date of July 31, 2019. Staff received 5 complete bids for the 11 primary locations and 1 add/alternate location identified in the attached specifications.

The low bid for both the primary and add/alternate locations was received from Little Joe's Asphalt, Inc. for \$239,210.55. City staff reviewed the bid 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:

As of July 2019, the City's Special Highway Fund still maintains over \$315,000 of the total of \$376,780 allocated in the fiscal year 2019 annual budget expenditure authority. The proposed contract fits within these constraints.

ACTION NEEDED:

Make a motion to accept the bid of Little Joe's Asphalt, Inc. and authorize the contract with Little Joe's Asphalt, Inc. for an amount not to exceed \$239,210.55.

ATTACHMENTS:

Bids Tabulation & Summary
Resolution 08-19-02: Draft Contract for 2019 Mill and Overlay Street Maintenance Project
Project Specifications
Bid Submissions

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director

CONSTRUCTION & TECHNICAL SERVICES AGREEMENT
2019 Mill and Overlay Street Maintenance Project

THIS AGREEMENT is dated this 5th day of August, 2019, between the City of Tonganoxie, a constitutionally chartered municipal corporation in the State of Kansas (the "City"), and Little Joe's Asphalt, Inc., a Kansas for Profit 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 \$239,210.55. 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:

Theresa Buehler, President
Little Joe's Asphalt, Inc.
Box 516, 134 North 130th St
Bonner Springs, KS 66012
Phone: (913) 721-3261 Facsimile: (913) 721-3144

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 August 5, 2019, and shall end on October 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 Little Joe's Asphalt, Inc., a Kansas for Profit Corporation.

By: _____

Printed: _____

Title: _____

Approved as to form:

Anna M. Krstulic
City Attorney

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 mill & overlay streets within the city limits of Tonganoxie, which quantities and locations are generally described as the following:

Primary Work

1. **Asphalt Milling-** Total asphalt milling is approximately 14,000 sq. yds.
 - a. Milling the streets to create a uniform profile of 1/4- 1/2 inch of fall will be permitted.
2. **Asphalt Overlay** – Approximately 22,069 sq. yds. with a minimum 2 inch overlay.
 - a. Overlay shall maintain a minimum 1/4- 1/2 inch per foot fall to the curb line.
 - b. All drainage across intersections shall be maintained or improved.

Asphalt millings shall be hauled by the City and become City property.

Sweeping will be the responsibility of the contractor.

Location of Work

1. Hatchell Road west From Smiley Road - OVERLAY
2. 100 Block of S. Delaware - OVERLAY
3. 1st Street From Main Street to Green Street – Mill from concrete approach west 20 ft to blend into street, OVERLAY
4. 1st Street from Green Street to Cul-de-sac – Mill and Overlay
5. 200 Block of Bury Street – Mill and Overlay
6. 100 Block of Bury Street – Mill and Overlay
7. 200 Block of S. Delaware Street – Mill and Overlay
8. 100 Block of S. Green Street – Mill and Overlay
9. 200 Block of S. Green Street – Mill and Overlay
10. 400 Block of Church Street – Mill and Overlay
11. 5th Street from S. Pleasant west to 24/40 – Mill and Overlay

Add/Alternate

From the south end of Ridge St, mill 2 inches the width of the street going north 570 ft and overlay with 3 inches of asphalt.

All work will follow the specifications for the 2019 Mill and Overlay Project.

Application Specifications

1. SS1H tack oil will be used according to manufacturer specifications. Place tack coat just enough in advance of paving operations to allow the tack to cure before asphalt is placed. No traffic shall be allowed on tacked surfaces.
2. Asphalt shall be SR-12.5 A with a maximum 20% recycle. The use of recycled roofing materials will not be allowed.
3. The mix shall be transported to the jobsite in vehicles cleaned of all foreign material. The Contractor shall provide a sufficient number of haul vehicles to ensure an orderly and continuous

paving operation. All asphalt shall be delivered to the paver at a temperature between 250 degrees F and 325 degrees F.

4. In laying the mix adjacent to any finished area, it shall be placed sufficiently high so that, when compacted, the finished surface will be true and uniform and match existing surface.
5. Compacting equipment shall conform to the requirements of the KDOT standards. Compaction shall begin as soon as the temperature and mix conditions permit without shoving or tearing, the asphalt shall be thoroughly and uniformly compacted. The final rolling shall be accomplished with a steel roller.
6. Traffic control will be the responsibility of the contractor and shall conform to the MUTCD.
7. Public notifications informing residents of the work schedule shall be the Contractor's responsibility.

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.

Little Joe's Asphalt, Inc.

P O Box 516
Bonner Springs, KS 66012

Phone: (913)721-3261
Fax: (913)721-3144

A WOMEN'S BUSINESS ENTERPRISE

Estimate #: 16673

Submitted To: City Of Tonganoxie	Date: 7/31/201
Address: 321 S. Delaware Tonganoxie, KS 66086	Phone: (913)845-2620 Fax: (913)417-7019
Contact: Kent Heskett	Job Name: 2019 Mill & Overlay
	Job Location: Tonganoxie, KS
	Prop. Owned By: City Of Tonganoxie

Base Bid

1. Asphalt Milling	14,000 SY	\$1.70/SY
		\$23,800.00
2. 2" SURFACING SR-12.5 20% RAP	22,069 Sq.Yards,	\$8.45/SY
		\$186,483.05
The total price for the Base Bid items is:		\$210,283.05

Alternate Ridge St

3. Asphalt Milling	2,030 SY	\$1.70/SY
		\$3,451.00
4. Add Alternate 3" SURFACING SR-12.5 20% RAP	2,030 Sq.Yards,	\$12.55/SY
		\$25,476.50
The total price for the Alternate Ridge St items is:		\$28,927.50

Voluntary Alternate

5. Deduct Alternate KDOT SR-12.5 25% RAP IN LIEU OF 20%		\$0.22/SY
		\$4,855.18

Special Notes:

- * PREVAILING WAGES EXCLUDED
- * STRIPING EXCLUDED
- * ALL GRADING EXCLUDED, PRICING AVAILABLE
- ALL ADDITIONAL MOVE INS CHARGED AT \$3,675.00
- ALL TESTING EXCLUDED
- BOND EXCLUDED, IF NEEDED, ADD 0.9%

TERMS: As Stated In Contract

ESTIMATE EXPIRATION: This estimate is valid for 60 days.

MOBILIZATIONS: Price based on a 1 mobilization(s). Any additional mobilizations that may become necessary will be \$3,675.00 per mobilization.

SALES TAX: The project referenced herein is tax exempt.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	CONFIRMED: Little Joe's Asphalt, Inc. Authorized Signature _____ Title <u>Don Bruns, Estimator</u>
---	--



BETTIS ASPHALT

07/31/2019

QUOTE TO: City of Tonganoxie
ADDRESS: Various Streets

JOB NAME: Tonganoxie Mill & Overlay Project 2019
LOCATION: Tonganoxie, KS

Item	Description	Quantity	Unit	Unit Price	Ext Price
1	2" ASPHALT OVERLAY (INCLUDES 14,000 SY MILLING)	22,069.000	SY	\$ 10.05	\$221,793.45
2	ADD/ALTERNATE: 2" MILL/3" OVERLAY OF RIDGE ST	2,090.000	SY	\$ 14.40	\$30,096.00
Grand Total:					\$251,889.45

SCOPE: PROVIDE ALL EQUIPMENT, LABOR, AND MATERIAL NECESSARY TO PERFORM THE PROPOSED IMPROVEMENTS.

EXCLUDES: PERMANENT OR TEMPORARY SIGNAGE, SAWCUTTING, SUB-GRADE PREPARATION, AB-3 ROCK BASE, SHOULDERING, PAVEMENT MARKINGS, UTILITY PATCHING OR COVER ADJUSTMENTS, SWP3, CLEAN UP CREATED BY OTHERS, WEEKEND, HOLIDAY, OR NIGHT WORK.

CLARIFICATIONS: THIS PRICE IS BASED ON PROVIDING A KDOT SR-12.5A COMMERCIAL GRADE CLASS A MIX DESIGN FOR ALL LIFTS OF ASPHALT. THIS PROPOSAL IS FIRM BASED UPON COMPLETION OF 100% OF THE ASPHALT WORK BY OCT 1ST, 2019. MILLINGS WILL BE HAULED BY THE CITY AND BECOME CITY PROPERTY. IF NO PEC IS PROVIDED ALL APPLICABLE SALES TAX WILL BE DUE UPON FINAL PAYMENT. A PERFORMANCE BOND IS INCLUDED IN THE PRICING. LANGUAGE FROM THIS PROPOSAL SHALL BE INCLUDED IN ANY CONTRACT.

PAYMENT TERMS: NET 30 DAYS

By: 
Bryon Punches 785-220-6180

ACCEPTANCE OF PROPOSAL

By: _____ Date: _____

Printed Name: _____

Tonganoxie Mill and Overlay Project 2019

Primary Work

- 1) **Asphalt Milling-** Total asphalt milling is approximately 14,000 sq. yds.
 - a. Milling the streets to create a uniform profile of 1/4- 1/2 inch of fall will be permitted.
- 2) **Asphalt Overlay –** Approximately 22,069 sq. yds. with a minimum 2 inch overlay.
 - a. Overlay shall maintain a minimum 1/4- 1/2 inch per foot fall to the curb line.
 - b. All drainage across intersections shall be maintained or improved.

Asphalt millings shall be hauled by the city and become city property.

Sweeping will be the responsibility of the contractor.

Application Specifications

- 1) SS1H tack oil will be used according to manufacturer specifications. Place tack coat just enough in advance of paving operations to allow the tack to cure before asphalt is placed. No traffic shall be allowed on tacked surfaces.
- 2) Asphalt shall be SR-12.5 A with a maximum 20% recycle. The use of recycled roofing materials will not be allowed.
- 3) The mix shall be transported to the jobsite in vehicles cleaned of all foreign material. The contractor shall provide a sufficient number of haul vehicles to ensure an orderly and continuous paving operation. All asphalt shall be delivered to the paver at a temperature between 250 degrees F and 325 degrees F.
- 4) In laying the mix adjacent to any finished area, it shall be placed sufficiently high so that, when compacted, the finished surface will be true and uniform and match existing surface.
- 5) Compacting equipment shall conform to the requirements of the KDOT standards. Compaction shall begin as soon as the temperature and mix conditions permit without shoving or tearing, the asphalt shall be thoroughly and uniformly compacted. The final rolling shall be accomplished with a steel roller.
- 6) Traffic control will be the responsibility of the contractor and shall conform to the MUTCD.
- 7) Public notifications informing residents of the work schedule shall be the contractor's responsibility.

Potential Contract and Terms

- 1) Contractor shall furnish a performance bond to the City executed by surety for the contract amount.

- 2) Contractor shall provide proof of commercial general liability and auto liability insurance for the amount of \$1,000,000 per occurrence.
- 3) A project tax exemption number will be provided.
- 4) Work is anticipated to begin approximately August 15st, 2019 with the work being completed before October 1st, 2018.
- 5) 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 4th St. By 1:00 PM Wednesday, July 31st, 2019.

Bids will be opened Wednesday, July 31st, at 1:00 PM in the Tonganoxie Council Chambers @ 325 S. Delaware St.

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

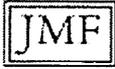
Location of work

1. Hatchell Rd- West From Smiley Rd – OVERLAY – 1250 ft
2. 100 Block of S. Delaware - OVERLAY
3. 1st St From Main to Green St. – Mill from concrete approach west approx. 20 ft to blend into street, Overlay
4. 1st St from Green St to and including Cul-de-sac , Mill and Overlay
5. 200 Block of Bury St. – Mill and Overlay
6. 100 Block of Bury St.- Mill and Overlay
7. 200 Block of S. Delaware St. – Mill and Overlay
8. 100 Block of S. Green St – Mill and Overlay
9. 200 Block of S. Green St- Mill and Overlay
10. 400 Block of Church St- Mill and Overlay
11. 5th St from S. Pleasant St west to 24/40 – Mill and Overlay

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.

Tonganoxie Mill and Overlay Project 2019



J. M. FAHEY
CONSTRUCTION COMPANY
Highway and Heavy Construction Since 1971

J.M. Fahey Construction Company

408 High Grove Road

Grandview, Missouri 64030

Estimator: Dustin K. Stull

Phone: (816) 763-3010

Email: dustin.stull@jmfahey.com

Quote To:

Kent Heskett

Owner:

City of Tonganoxie

Bid Date:

7/31/2019

Bid Time:

1:00 PM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	ASPHALT MILLING	14,000.00	SY	2.50	35,000.00
20	ASPHALT OVERLAY	22,069.00	SY	10.00	220,690.00
30	ADD/ALTERNATE ASPHALT MILLING (RIDGE STREET)	2,090.00	SY	2.75	5,747.50
40	ADD/ALTERNATE ASPHALT OVERLAY (RIDGE STREET)	2,090.00	SY	10.00	20,900.00
GRAND TOTAL					\$282,337.50

NOTES:

Our quote includes the following:

Milling, sweeping, and the hand work associated with milling. City to provide hauling. Millings will be property of the City.

Asphalt, paving, and the hand work associated with paving.

Please contact us at (816) 763-3010 if you have any questions or comments.

We appreciate the opportunity to quote this work.

Sincerely,

J.M. Fahey Construction Company

Dustin Stull

Tonganoxie Mill and Overlay Project 2019

Addendum 1 – Bid Alternate for Ridge St

July 19, 2019

A bid alternate should be submitted for the following:

ADD/ALTERNATE

From the south end of Ridge St, mill 2 inches the width of the street going north 570 ft and overlay with 3 inches of asphalt.

All work will follow the specifications for the 2019 Mill and Overlay Project.

Bids shall be sealed and sent to:

City of Tonganoxie

PO Box 326

Tonganoxie KS, 66086

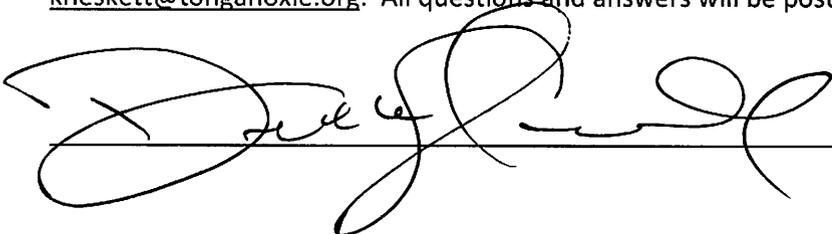
Or hand delivered to City Hall at:

526 E 4th St.

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Bids will be opened Wednesday, July 31, at 2:00 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. All questions and answers will be posted on the City website.





MCANANY
CONSTRUCTION
SINCE 1954

To: City of Tonganoxie
Attn: Kent

Job Name: Tonganoxie Mill & Overlay 2019
Location: Tonganoxie KS

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ALT 1	1 Milling per specifications	14000	SY	\$ 1.50	\$ 21,000.00
	2 2" Minimum Overlay SR 12.5 Mix design	22049	SY	\$ 13.00	\$ 286,637.00
	3 3" Minimum Overlay SR 12.5 Mix design	1300	SY	\$ 16.00	\$ 20,800.00
	TOTAL				\$ 328,437.00

Notes: 2 mobilizations included. \$3,500/additional mobilization. Work will be paid by the final unit pricing. Bonding included in pricing. Traffic control included in pricing. Striping & Signage excluded. City to include trucks for hauling and city to keep millings

Exclusions: permits, staking, engineering, erosion control, concrete, striping, signage, rock, flagging, landscaping, fencing, full depth repairs

Indexing: Asphalt Indexing based on PG 64-22 at \$540/ton

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Bid is good for 30 days and then reproposal may be necessary. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Thank you for the opportunity to submit this proposal.

Authorized Signature: BPM _____

Date of Proposal: 7/29/2019 _____

Acceptance of Proposal- *The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All Units are approximate and will be field measured prior to billing and adjusted according. Payments are due monthly within 30 days or our invoice.*

Signature: _____

Date of acceptance: _____

www.mcananyconstruction.com

Tonganoxie Mill and Overlay Project 2019

Addendum 1 – Bid Alternate for Ridge St

July 19, 2019

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ADD/ALTERNATE

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



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McAnany Construction, Inc.

PO Box 860009

Shawnee, KS 66286-0009

OWNER:

City of Tonganoxie, KS

PO Box 326

Tonganoxie, KS 66086

BOND AMOUNT: \$ *****Five Percent of The Total Amount Bid***** 5%

PROJECT:

Tonganoxie 2019 Mill & Overlay

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

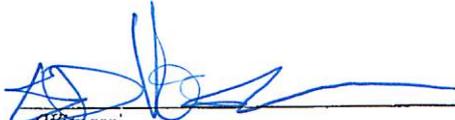
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

init.

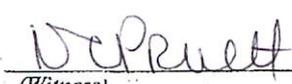
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User Notes:

(859207777)

Signed and sealed this 31st day of July 2019



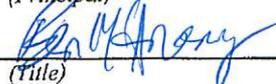
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McAnany Construction, Inc.

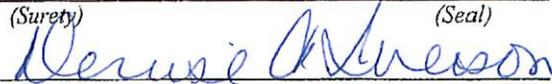
(Principal) _____ (Seal)

 Executive Secretary

(Title)

Liberty Mutual Insurance Company

(Surety) _____ (Seal)



(Title)

Denise A. Iverson
Attorney-in-fact



Init.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196942

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale A. Gebauer, Denise A. Iverson, Rebecca Lilley, Sean R. Miller, Matthew J. Miller, D. C. Pruett, Ben J. Williams

all of the city of Overland Park state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member: Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of July, 2019.



By: Renee C. Llewellyn, Assistant Secretary



QUOTE

1457 N. 1823 Rd.
Lawrence, KS 66044
Phone: (785) 856-4590
Fax: (785) 856-4594

QUOTE NO

5457

TO City of Tonganoxie
Box 326
325 S. Delaware Street
Tonganoxie, KS 66086

QUOTE DATE	VALID THRU	FOR	PAGE
7/31/2019	8/29/2019	Mill and Overlay Project 2019	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Mill and Overlay Program	\$ 236,865.00	\$ 236,865.00
2	1	Addendum 1	\$ 33,253.00	\$ 33,253.00

TOTAL AMOUNT \$ 270,118.00

NOTES:

1. See attached terms and conditions.
2. Sales tax is not included.
3. Acknowledge Addendum 1, attached.
4. Asphalt material is indexed at \$540 / ton.

This Quote is offered subject to the terms and conditions on attached proposal notes. Please read conditions before signing. This proposal was prepared by: Scott Gorsuch

(Please sign and return this quote to our office).

Proposal Accepted by:

Signature

Printed Name

Date: _____

Tonganoxie Mill and Overlay Project 2019

Addendum 1 – Bid Alternate for Ridge St

July 19, 2019

A bid alternate should be submitted for the following:

ADD/ALTERNATE

From the south end of Ridge St, mill 2 inches the width of the street going north 570 ft and overlay with 3 inches of asphalt.

All work will follow the specifications for the 2019 Mill and Overlay Project.

Bids shall be sealed and sent to:

City of Tonganoxie
PO Box 326
Tonganoxie KS, 66086

Or hand delivered to City Hall at:
526 E 4th St.

Bids are due by 1:00 PM Wednesday, July 31, 2019.

Bids will be opened Wednesday, July 31, at 2:00 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. All questions and answers will be posted on the City website.





TERMS AND CONDITIONS

1. This Proposal is automatically revoked if not accepted by signature within 30 days from date of Proposal. Seller may otherwise revoke it upon written notice. This Proposal only includes those materials, labor, equipment, etc. which are expressly stated in it.
2. **Acceptance:** Seller's provision of services is expressly conditioned upon Buyer's acceptance of these terms and conditions. Except as otherwise provided by written agreement expressly identifying itself as an amendment to this Proposal and subsequently executed by both Buyer and Seller, these Terms and Conditions shall supersede the terms and conditions of Buyer's order (including, without limitation, any statement that Buyer's terms and conditions are to take precedence over any contrary provisions), and no prior or subsequent understanding, oral representation, agreement, term, condition, or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on Buyer or Seller. Buyer's signature on this Proposal or commencement of services quoted hereunder shall constitute acceptance of these Terms and Conditions.
3. **Terms of Payment:** Except as expressly stated to the contrary on the Proposal, all payments are due within thirty days of billing. If the Proposal requires the use of progress payments, all progress payments shall be made by the 10th of each month in the amount of 95% of the value of the work completed in the prior month; retainage and final payment is due thirty (30) days after substantial completion of Seller's work. Payment to be made on quantities completed and accepted. Any balance not paid in accordance with the stated terms may be assessed a late payment charge of 1 1/4% per month or 18% annually, minimum 50 cents.
4. **Default:** In the event of Buyer's default Seller shall have all rights and remedies available under the Kansas Uniform Commercial Code; and Buyer agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller, necessary to collect any unpaid past-due balance, file a mechanics' lien, or otherwise enforce these Terms and Conditions.
5. **Taxes:** Any tax imposed by law, without limitation, any excise, sales, use, value added or any other tax applicable to the sale, transportation or delivery of Seller's products or services will be added to the prices shown on this Proposal, unless Proposal explicitly states tax is included in price.
6. **Force Majeure and Allocation:** Seller shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering its products or services or from delays in performance caused by: government actions, regulations, order or rulings; acts of God; acts of war; acts of public enemy; acts of terrorism; fire; strikes, lockouts or labor difficulties; breakdowns, accidents or manufacturing problems; delays in transportation; acts or omissions of Buyer; lack of raw materials or components; or any other events or other conditions beyond Seller's control. During times of shortages, Seller shall have the right to prorate its products and services among its customers. The manner of proration is in the sole discretion of Seller, and Buyer has no recourse against Seller for proration.
7. **Permits:** The Buyer shall be responsible for obtaining all required permits and/or approvals from the appropriate government bodies prior to the start of work, including, but not limited to, receipt of National Pollutant Discharge Elimination System (NPDES) permit if required for work to be performed under this Proposal.
8. **Buyer Responsibilities:** In addition to its other responsibilities, Buyer shall be responsible for any and all damages suffered by Seller, or its subcontractors and/or suppliers, due to delays brought about by Buyer or its representative, and for damages due to the existence of conditions different from the conditions described in Buyer's plans or specifications.
9. **Buyer's Design:** Buyer acknowledges that it has deemed that the products ordered are applicable for their use and function, that Seller has provided no engineering studies or information with regard to the use or function of the products for the project, and that Seller's actions shall not give rise to any responsibility for where or how the products are placed, the appropriateness of the products, compliance with any performance requirements, or any other design or installation issue. Seller in no way warrants or guarantees the sufficiency or quality of the placement or installation of the products by others, and Buyer acknowledges Seller's lack of responsibility for same and hereby agrees to defend and indemnify Seller against all claims caused by improper product selection, placement, finishing, design, engineering or installation, except for in the event that Seller is also providing labor to place such materials at the request of the undersigned, in which case it is agreed that Seller is performing only such work as instructed by the undersigned and that Seller's actions shall not give rise to any responsibility for the design, location or placement of the materials, the appropriateness of the materials, compliance with any performance requirements, or any other design issue. Buyer remains solely responsible for the design issues, and acknowledges that Seller recommends that such issues be engineered by a local engineer who has examined the conditions of the proposed site and designed the installation in accordance with the specific site conditions.
10. **Natural Degradation:** Limestone and other similar materials have inherent inconsistencies and weaknesses, such that over time and the exposure to normal environmental forces such as rain, sun, erosion, weight, freeze/thaw, and any other condition will cause them to degrade, alter and otherwise change from their present condition regardless of how they are installed, used or cared for. Accordingly, IT IS ACKNOWLEDGED THAT SELLER IS NOT RESPONSIBLE FOR THE APPEARANCE, FUNCTION OR OTHER CHARACTERISTICS OF THE MATERIALS AFTER THE DATE OF THIS DOCUMENT.
11. **Limited Warranty:** All services, materials and products sold are subject to the following limited warranty. Seller warrants that for a period of one (1) year from the date of shipment or receipt by Buyer that the product will be free from defects in material and workmanship and is manufactured in all material respects as specified in this Proposal.
SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within one (1) year after receipt of the product.
No statements by Seller about the products described in the Proposal are intended to be a warranty, and should not be relied on by Buyer, and are not part of the contract for sale. The entire agreement between Buyer and Seller is embodied in this Proposal, and constitutes the final expression of this agreement.
12. **Workmanship:** All work performed by Seller is to be completed in a workmanlike manner according to standard practices. If, within one year after the date of substantial completion of the services identified in this Proposal, the Seller's work is found to not be in compliance with this Proposal, the Buyer shall promptly notify Seller after discovery of the condition. Seller shall correct it promptly after receipt of written notice from Buyer. If Buyer fails to notify Seller and give Seller an opportunity to make corrections more than one year after substantial completion, the Buyer waives the right to require corrections by Seller and to make a claim against Seller.
13. **LIMITATION OF REMEDY: BUYER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY, WHETHER BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY IN LAW OR EQUITY, SHALL BE, AT SELLER'S OPTION, LIMITED TO REPAIR OR REPLACEMENT WITH LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE.
NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES – SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS QUOTATION, OR ANY OTHER THEORY. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF REPAIR, REPLACEMENT OR REFUND REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.**
14. **General:**
 - A. Failure of Seller to exercise any right shall not be deemed a waiver of any right of Seller.
 - B. The laws of the State of Kansas shall govern this Proposal, and the district courts of Douglas County, Kansas, shall have exclusive jurisdiction to hear any disputes arising from Seller's materials, products, services, or this agreement.
 - C. If any term or provision of these Terms and Conditions of Sale is held invalid and unenforceable, the validity, legality and enforceability of all remaining terms and conditions shall be valid and enforceable to the fullest extent allowed by law.
 - D. Nothing with this Proposal is intended to convey a benefit upon any person not expressly identified as a party to this Proposal, and nothing within it shall be deemed to form a contract or confer a benefit on behalf of anyone else.
15. **Other:**
 - A. This Proposal does not include the following unless explicitly mentioned in the Proposal: engineering, construction staking, testing services; permits and inspection fees; demolition sawcutting, rock or general excavation; compaction; backfill, seeding or sodding of disturbed areas; storm water runoff or erosion/sediment control measures; traffic control measures other than required for work in this proposal; performance and/or payment bonds.
 - B. Prime contractor shall furnish and maintain access to work areas for work vehicles, ready-mix trucks, pumper trucks, equipment and materials. No cleaning of streets due to inclement weather or muddy site conditions will be provided by Sunflower Paving, Inc.
 - C. All fill material to be supplied and placed by others, unless specified in Proposal.
 - D. The requirements of any Subcontract between the Prime Contractor and Sunflower Paving, Inc. shall be agreeable to both parties and no more stringent than the Agreement between the Prime Contractor and the Owner.
 - E. NOTICE: Kansas law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed a part of your home. Ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.
16. **ASPHALT NOTES:**
 - A. New asphalt installed over existing pavement is very susceptible to cracking at the locations of any joints or cracks in the existing pavement and Seller is not responsible for any damage which may develop due to the movement or shifting of the underlying pavement.
 - B. Subgrade for asphalt pavement to be on grade per project specifications.
 - C. Due to the unstable oil market, our asphalt suppliers will only guarantee their prices for the current month. If the work is done in a later month and the asphalt oil price has changed, our price will be adjusted only for the material price change.
17. **CONCRETE NOTES:**
 - A. Subgrade for machined placed concrete on dirt/rock to be on grade. If SPI trimmed subgrade option is accepted, subgrade to be left half tenth high. Trimmed spoils to be disposed of by others.
 - B. Subgrade for machined placed concrete on asphalt to be on grade. No trimming of asphalt pavement included.
 - C. Subgrade for hand placed concrete on dirt/rock to be on grade or maximum half tenth low.
 - D. Curb transitions at inlets-Curb inlet top to be set for alignment and elevation. Curb subgrade to be prepared prior to SPI starting work. Curb to be paid through inlets, or as specified in project plans.
 - E. Setting, resetting or grouting of curb inlet tops not included, unless specifically mentioned in Proposal.
 - F. An area shall be provided for concrete and concrete pump trucks to wash out in. The area to be cleaned up by others.

Execution of this document acknowledges that the above information has been read and agreed to on behalf of Seller, from whom Seller's signatory has been given full authority to so agree, and further agrees to immediately present the above document to the Buyer.

RESOLUTION NO. 08-19-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION & TECHNICAL SERVICES AGREEMENT (2019 MILL AND OVERLAY STREET MAINTENANCE PROJECT) BETWEEN THE CITY OF TONGANOXIE, KANSAS AND LITTLE JOE'S ASPHALT, INC

WHEREAS, Little Joe's Asphalt, Inc a Kansas for Profit Corporation ("Contractor") desires to provide asphalt milling and overlay services for streets in various locations (the "Project"); and

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

WHEREAS, the Governing Body has determined that it is advisable to enter into the Construction & Technical Services Agreement (2019 Mill and Overlay 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 Administrator 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 5th DAY OF AUGUST,
2019.**

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

EXHIBIT A

**Construction & Technical Services Agreement (2019 Mill and Overlay Street
Maintenance Project)**

[To be attached.]



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Resolution 08-19-03 Approving and Authorizing the execution of the Moderate Income Housing Grant Agreement between the City and Kansas Housing Resources Corporation

DISCUSSION:

On August 6, 2018, the City Council adopted Resolution 08-18-03, authorizing staff to apply for a Moderate Income Housing Grant from the Kansas Housing Resources Corporation (KHRC), for the pursuit of a market rate apartment project. City staff completed the application, and subsequently, on October 22, 2018, KHRC notified staff that the City was being offered a \$400,000 grant for the pursuit of the project.

The award letter contained the following conditions:

1. Providing the following information:
 - a. Updated cost and pro forma projections.
 - b. A pre-construction energy audit of at least 5 units.
 - c. Monthly progress reports until construction is completed.
2. Commitment to a pre-construction conference with KHRC staff and the applicant, developer and contractor;
3. Execution of and compliance with a grant agreement; and
4. Compliance with all rules and requirements of the MIH Program, as more fully identified in its enabling legislation and the final Kansas Moderate Income Housing Program Request for Proposal dated June 27, 2018.

Items #1 and #4 will be monitored when the project is approved and during construction.

Item #2, the pre-construction meeting, was held on April 29, 2019, with Fred Bentley, KHRC's Director of Development, in attendance to review and approve the proposal, which differed from the original application.

Item #3, the Grant Agreement, is the item presented for your consideration this evening.

BUDGET IMPACT:

The \$400,000 grant would be applied towards project costs, should the project move forward.

ACTION NEEDED:

Make a motion to adopt Resolution 08-19-03 Approving and Authorizing the execution of the Moderate Income Housing Grant Agreement between the City and Kansas Housing Resources Corporation.

ATTACHMENTS:

Resolution 08-19-03
Grant Agreement

cc: Anna Krstulic, City Attorney

GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is made by and between the City of Tonganoxie, (“**Grantee**”), 526 E. 4th Street, Tonganoxie, Kansas 66086 and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 (“**KHRC**”) this 22nd day of October, 2018.

WHEREAS, KHRC is a public corporation that administers Federal and State housing programs, as well as the State Housing Trust Fund (“**SHTF**”) which is used for funding housing programs and services.

WHEREAS, the Kansas Legislature passed and the Governor signed Senate Substitute for Substitute for HOUSE BILL No. 2231 (“**Bill**”) which provided \$2 million for the State Housing Trust Fund (“**SHTF**”) to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas (“**Eligible Activities**”).

WHEREAS, utilizing the funds provided under the Bill, KHRC issued a Kansas Moderate Income Housing (“**MIH**”) Request for Proposal (“**RFP**”) on June 27, 2018.

WHEREAS, Grantee requested MIH funds for proposed eligible activities by an application dated September 7, 2018 which is hereby incorporated by reference herein (“**Application**”), and which commitments and representations contained therein expressly remain a continuing obligation and responsibility of Grantee;

WHEREAS, KHRC’s Loans and Grants Committee approved a grant totaling \$400,000 for Grantee’s proposed eligible activities at its October 10, 2018 meeting;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby grants Grantee up to \$400,000 (“**MIH Funds**”) for Eligible Activities.
2. **Use of Grant Funds**. Grantee shall use the MIH Funds solely on the Eligible Activities proposed in Grantee’s Application and approved by KHRC, and in accordance with the following allocation:
 - a. Development of a total of 57 units, with 36 units of multi-family rental housing comprised of 1 and 2 bedroom units in walk-up garden style buildings, and 21 single family units, with 1 and 2 bedroom options in a single story villa model.
 - b. Grantee will establish a Rural Housing Incentive District to provide the infrastructure that will support this development.

- c. Construction of this development shall begin by April 1, 2019 unless a change is approved by KHRC.
3. **Leverage Commitment.** In addition to the MIH Funds provided by KHRC, Grantee shall provide leveraged funds in accordance with its representations in its Application towards the costs of the Eligible Activities.
4. **Disbursement of Grant Funds.** Grantee commits to use its usual procurement processes for bidding out each portion of the approved Eligible Activities. As development costs are incurred, Grantee may make a lump sum or partial payment request from KHRC, providing documentation of such costs, as well as evidence that the leverage commitment in Grantee's Application is being used in the funded Eligible Activities. Requests for payment shall be accompanied by supporting documentation and made to the attention of Fred Bentley, who may be reached as follows:

Fred Bentley, Director of Rental Development
E-mail: fbentley@kshousingcorp.org
Phone: 785-217-2029

KHRC shall have thirty (30) days after receipt of Grantee's payment request to review and respond by written notice to Grantee. If KHRC requires additional documentation prior to disbursement of MIH Funds, KHRC shall notify Grantee in writing of the specific additional documentation required within such thirty (30) day period and KHRC shall have fifteen (15) days after receipt of the additional documentation to review and approve Grantee's payment request. Approval of any payment request will not be unreasonably withheld, conditioned or delayed.

5. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, as stated in the Bill and the MIH RFP, as well as other governing laws, **including the accessibility requirements of KSA 58-1401 et seq.** when applicable, and the 2012 International Energy Conservation Code. If Grantee is using the MIH Funds for single family housing development or assistance, Grantee shall also enact and monitor a recapture provision as explained in the RFP. Prior to making any modifications to the approved Eligible Activities from Grantee's funding Application, Grantee commits to obtain written approval from KHRC, which approval will not be unreasonably withheld, conditioned or delayed.
6. **Program Income.** Grantee commits to use any income derived from or generated by the approved Eligible Activities, regardless of when the income is received, solely for housing purposes in accordance with the RFP.
7. **Reporting.** Beginning with the first business day of the month following the award to Grantee and each month thereafter, Grantee shall submit in writing

monthly status reports to KHRC until the entire development is completed and all MIH Funds have been expended. The status report should detail the use of MIH Funds to date, along with a self-assessment comparing that use with Grantee's proposed use from its original Application to KHRC. The status report should include an evaluation of the housing activities to date as well as the status of construction and the nature and reasons for any changes in the activities. A monthly status report should be filed even if there has been no progress or activity from the previous month.

Within sixty (60) days following completion of the development and expenditure of all MIH Funds, a final accounting shall be submitted to KHRC on its forms, which shall include the use of any income generated from the housing activities.

8. **Compliance Monitoring.** When MIH Funds are used in the development of rental housing, either directly or indirectly, it shall be required that tenants be initially qualified with gross incomes within the established MIH ranges as outlined in the RFP. Generally, the housing tax credit qualification procedures will be used to certify tenants and verify incomes but will use the higher MIH ranges identified in the RFP. Tenants need not be recertified once they are initially qualified. This process will be used for the first five (5) years following completion of the development whenever a new tenant enters the property. At the end of the fifth (5th) year, there shall be no further qualification procedures.

When MIH funding is used for home ownership opportunities, either directly or indirectly, an initial certification using the housing tax credit procedures will be required when the home is purchased. There will be no certification required for subsequent purchasers of the home when the first purchaser was qualified under the MIH guidelines. However, KHRC will require that Grantee record a deed restriction on the property limiting the profit that can be achieved whenever such home is sold within a ten (10) year period of its initial occupancy. The restriction shall require a declining refund of any profit payable to Grantee in increments of ten percent (10%) annually. If a home is sold within one year of its initial occupancy, one hundred percent (100%) of the profit earned from such sale shall be paid to Grantee. This percentage shall decline ten percent (10%) each year so that in the tenth (10th) year, if the home is sold, ten percent (10%) of the profit shall be returned to Grantee. At the end of the tenth (10th) year of occupancy, the deed restriction shall be lifted and there shall be no restriction on the profit achieved by the sale of the home.

9. **Noncompliance.** Noncompliance with the MIH RFP, this Agreement, or other reasonable requirements of KHRC, shall result in penalties including but not limited to recapture of funds and/or loss of eligibility for future funds. Prior to instituting any such penalty, KHRC shall notify Grantee in writing setting forth any compliance issue with specificity and Grantee shall have sixty (60) days to remedy the same; provided, however, that if any compliance issue shall be such

that it cannot be corrected within such period, it shall not constitute an event of noncompliance if corrective action is instituted by Grantee within such period and diligently pursued until the compliance issue is corrected.

10. Rescission/Unavailability of Funds. Grantee understands that the MIH RFP and Grantee's award is funded in whole or in part by State of Kansas funds provided through the Bill. In the event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.

11. **Miscellaneous.** The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision. This Agreement may be modified only by the mutual written agreement of the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. The failure of KHRC to exercise any of its rights or responsibilities under the Bill or this Agreement shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

CITY OF TONGANOXIE

By: _____
George Brajkovic, City Manager
Date: _____

KANSAS HOUSING RESOURCES CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

Summary report:	
Litéra® Change-Pro TDC 10.1.0.200 Document comparison done on 7/31/2019 2:44:52 PM	
Style name: Stinson default	
Intelligent Table Comparison: Active	
Original DMS: iw://EDMS/CORE/153824237/2	
Modified DMS: iw://EDMS/CORE/153824237/3	
Changes:	
Add	10
Delete	8
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	18

RESOLUTION NO. 08-19-03

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, Kansas Housing Resources Corporation, a Kansas not for profit corporation ("KHRC") administers federal and state housing programs, including the State Housing Trust Fund which is used for funding housing programs and services;

WHEREAS, the City of Tonganoxie, Kansas (the "City") has requested funding for the development of single-family and multi-family housing in the West Village Project (the "Project");

WHEREAS, KHRC has approved a grant in the amount of Four Hundred Thousand Dollars (\$400,000) for the Project;

WHEREAS, the Project would promote the public good, health, and welfare within the City;

WHEREAS, the Governing Body has determined that it is advisable to enter into the Grant Agreement, attached hereto as Exhibit A (the "Agreement"), with KHRC.

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

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

Section 2. That the City Administrator is hereby authorized to execute in the name of the City, the Agreement, 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 5th DAY OF AUGUST,
2019.**

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

EXHIBIT A

Grant Agreement

[To be attached.]



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Approval of Lift Station Communications System Improvements

DISCUSSION:

The City's 6 lift stations work to pump wastewater from lower to higher elevation in areas where gravity is not a sufficient source of transmission. These lift stations operate on a variable basis as demand requires, and failures or breakdowns with the equipment without timely repairs can create the potential for sewer backups or other negative externalities.

The City has invested in communications equipment at all lift stations which works to provide operators in the Public Works Department with instant mobile alerts in the case of issues occurring at any lift station. These alerts allow staff to quickly address issues before negative consequences occur. In addition to loss of service alarms, the communications equipment also provides a valuable source of data on pump operation at each lift station, which allows staff to strategically conduct maintenance to extend the life of valuable equipment.

This request is for communication equipment upgrades that will be necessary in order to continue the mobile functionality of the system, which is an integral part of the equipment already in place. The vendor OmniSite is considered a sole source procurement as the provider of the existing equipment at the lift stations in need of this upgrade.

BUDGET IMPACT:

As of July 2019, the City's Sewer Operations Fund and Sewer Capital Fund have adequate remaining expenditure authority to accommodate this purchase.

ACTION NEEDED:

Make a motion to authorize the purchase of lift station communication equipment updates from Omni Site for an amount not to exceed \$2,017.

ATTACHMENTS:

Expense Justification Form

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director



City of Tonganoxie

EXPENSE JUSTIFICATION FORM

DATE:

REQUESTING DEPARTMENT:

Public Works Fire Police Administration

DEPARTMENT REPRESENTATIVE:

Lloyd Wissdom

(Printed or Typed Name)

DIRECTOR'S SIGNATURE:

PURPOSE OF EXPENSE:

Updates on our call out dialers for all liftstations

WHAT DATE SHOULD THE WORK BEGIN? Before 12/30/2019

WHAT ARE THE CONSEQUENCES OF DELAYING THIS EXPENSE?

Loss of communication from alarm system.

WHAT ALTERNATIVE METHODS OF THIS EXPENSE HAVE BEEN RULED OUT?

N.A.

LIST OF BIDS/QUOTES (Attached)

Company Name

Amount

Omni Site

\$ 1720.00

Omni site

\$ 897.00

\$ 2017.00 Total

Determination

Approved Denied

Authorized Signature: _____

City Administrator

Requires city council approval?

Yes No



OmniSite
203 W. Morris St.
Indianapolis, IN 46225
(317) 885-6330

Quote to :
Josh Sudduth

City Of Tonganoxie
P.O. Box 326
Tonganoxie, KS 66086
P : 913-908-5134
E : joshsudduth@yahoo.com
Job Name :

Quote

Rep : Michelle Dallaire
P: (317) 497-5683
E: mdallaire@omnisite.com
Quote Date : 07/02/2019
Valid Thru : 12/31/2019
Terms : Net30

Description	Quantity	List Price	Amount	Discounts	Line Total
-------------	----------	------------	--------	-----------	------------

R-RD-CX-EXVL
External field kit Verizon 4G LTE

3 \$299.00 \$897.00 \$0.00 \$897.00

Description

Quote Total \$897.00

Quote Acceptance

Purchase Order Number: _____

Signature: _____ **Title:** _____

Printed: _____ **Date:** _____

Terms & Conditions

Net 30
Shipping not included



OmniSite
 203 W. Morris St.
 Indianapolis, IN 46225
 (317) 885-6330

Quote to :
 Josh Sudduth

City Of Tonganoxie
 P.O. Box 326
 Tonganoxie, KS 66086
 P : 913-908-5134
 E : joshsudduth@yahoo.com
 Job Name :

Quote

Rep : Michelle Dallaire
P: (317) 497-5683
E: mdallaire@omnisite.com
Quote Date : 07/02/2019
Valid Thru : 12/31/2019
Terms : Net30

Description	Quantity	List Price	Amount	Discounts	Line Total
S-XR50-ENO-PHA-120-CDM XR50 - NEMA 4X Enclosure with Opaque Solid Color Lid - Phantom Antenna - Low Profile Stubby Antenna - 120VAC Power - CDM	2	\$2,730.00	\$5,460.00	\$3,740.00	\$1,720.00
S-OA-Plan OmniAdvantage Annual Plan	2	\$165.00	\$330.00	\$0.00	\$330.00

Description
 Unit ID Station
 26749 Willis Park
 27451 Timberhills

Quote Total = \$2,050.00

Our new OmniAdvantage plan is feature rich, and protects your products hardware, software, and radio board for the life of your account. No RMA's, repair costs, approvals needed once you start your plan. In addition to the protection, your account will also receive our new GuardDog 2.0 Mobile Application, in-person training, and more! Download our sales sheet at www.OmniSite.com/omniadvantage

Quote Acceptance

Purchase Order Number: _____

Signature: _____ **Title:** _____

Printed: _____ **Date:** _____

Terms & Conditions

Net 30
 Shipping/Removal/Installation not included



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Approval of Fuel Management System Purchase

DISCUSSION:

The 2019 budget adopted by the City Council included \$10,000 in allocated funding amongst the General Fund and Utility Funds to purchase a fuel management system, which would be able to help secure fuel resources against potential theft and to ensure that fuel usage was able to be tracked effectively amongst departments and even specific vehicles or equipment.

Staff have conducted collaborative research into the many different options in the market and discovered that most current products are designed to meet the needs of much larger corporate fleets and fueling stations. In short, the information needs of the City and level of expenditure on fuel each year are in many cases far exceeded by the capabilities of the advanced hardware and software in the market designed for much larger fleets. Through extensive research that included evaluating the necessary upgrades to the City fueling site and looking at how other similar municipalities manage fueling, four quotes were obtained to present to the City Council. A summary of the quotes is presented below, with full attachments included with the agenda packet.

Quotes

Vendor	Amount	Note
Petroleum Equipment Inc.	\$6,729	Electrical not included in quote.
FuelForce	\$15,500	Electrical represents a portion of \$6,000 quoted for "Prep/Install"
Double Check Company, Inc	\$18,305	Electrical represents \$5,532 of the total amount.
Hoidale	\$20,033	Electrical represents a portion of \$8,178 quoted for "Installation"

Based on the quotes received, the sole vendor that promised to allow the City to complete this initiative within budget authority is Petroleum Equipment Inc.

BUDGET IMPACT:

As of July 2019, the City's General Fund and Utility Funds maintain adequate expenditure authority to accommodate a purchase up to the allocated expenditure of \$10,000 for this initiative. Without identifying unbudgeted revenue or other planned expenditures to forego, staff do not recommend exceeding \$10,000 for this purchase.

ACTION NEEDED:

Make a motion to authorize staff to advance with the quote from Petroleum Equipment Inc. for an amount not to exceed \$6,729, including additional electrical expenditures.

Or

Make a motion to request that staff complete additional research and present findings at an upcoming City Council meeting for consideration.

ATTACHMENTS:

4 Collected Bids

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director

PEI
PETROLEUM EQUIPMENT INC.
850 N.E Hwy 24
Topeka, Ks 66618
PHONE NO. (785) 354-1210
RANDY CELL: (816)804-8264

City of Tonganoxie
PO Box 326
Tonganoxie, Ks 66086

City Shop
1536 E 4th Street
Tonganoxie, Ks 66086

07/22/19

Thank you for the opportunity to quote you our products and services. We look forward to working with you. If you have any questions about the prices listed below, please feel free to call 24/7 at (816) 804-8264.

- PEI will Supply 1 (One) Petro Vend 100 System with 2 Hose Mechanical Pump Control, Graphic Display, Heater, Metal Keyboard, Manual Bypass and Manual Over-Ride Ability, Cardless / Keyless Software, User Selectable PINs, Quantity Restrictions, On-Screen Display Pump Totals and Ability to Retrieve with External USB Flash Drive, Pocket Weather Shield, (2) Fill-Rite Pulsars, Freight, Labor, and Mileage.

\$6,729.00

- **NOTE:** Electrical by others.

Our quote to supply and perform all work listed above is **\$6,729.00** Plus applicable sales tax, and is good for 30 days from date of this letter

Additional charges will be made for extra work caused by underground problems not made known to Petroleum Equipment, Inc., prior to submitting this proposal, including, but not limited to hidden rocks, building footings, cave-ins, excessive water, contaminated soil, and unusable existing electrical.

All material is guaranteed to be as specified and the above work to be performed in accordance with drawings specifications submitted for the work and completed in a substantial workmanlike manner.

RESPECTFULLY SUBMITTED:

_____Randy E. Dolifka_____ DATE 07/22/19_____

NOTE: This proposal may be withdrawn if not accepted within 30 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon work outlined above.

ACCEPTANCE OF PROPOSAL:

The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

_____ DATE _____
(Name and Title)



**FuelForce 894-K Proximity Key Reader Controller
Wireless Cellular Data Modem Quote**

Quote # 19061308KG
Date June 13, 2019

Customer Name: City of Tonganoxie
 Address: 1536 E 4th St, Box 326
 Tonganoxie, KS 66086
 Customer Contact: Kent Heskett
 Phone: (913) 208-6590 ; (913) 845-2620, ext. 1110
 Email: kheskett@tonganoxie.org
 Multiforce Rep.: Keith Griesinger (908) 419-0961
 Email: Keithg@fuelforce.com

ITEM	PRODUCT #	DESCRIPTION	QTY
Site Hardware	FF894-K	FuelForce 894-K Island Control Terminal Head with Numeric Keypad and Proximity Key Reader and Pedestal.	1 \$ 5,800.00 \$ 5,800.00
FuelServe.net	FSN-CS2	FuelServe.net fuel management application, telephone help desk support and cellular data service .	1 \$ 1,500.00 \$ 1,500.00
Professional Services	PS-007-2	Professional Factory Services - Project Management of Installation, telephone support of hardware hook-up and check out, provision of a cellular data modem and antenna, remote training of customer on FuelServe.net software, and shipping and handling.	1 \$ 1,800.00 \$ 1,800.00
Installation	SITE-PREP-A	Site Preparation (site prep labor, 1 fill rite register, 2 pulsers, conduit, wiring, junction boxes, etc.)	1 \$ 1,800.00 \$ 1,800.00
	C-S-INST-A	Installation Labor, Expenses, On-Site Training for FuelForce Hardware - including travel.	1 \$ 4,200.00 \$ 4,200.00
	PROXKEY	Prox Keys for use to identify either Vehicles or Drivers	50 \$ 8.00 \$ 400.00
Total			\$ 15,500.00

OTHER SOW, T&C Other Scope of Work not listed above, and customer T&C will be priced when known. TBD

Assumptions: The customer will have new 1000 gallon tank in place with a functional pump and register. When the 1000 gallon tank is in place, based upon it's placement, an area of 3' x 3' concrete will be available to mount the controller.

NOTE:

- Assumes that the site is functional for utilizing an wireless cellular data modem.
- The total cost does not include permits, taxes or upgrades to the dispensers.
- All permits required are the responsibility of the customer.
- All travel expenses for installation are included above.
- Expenses may include but are not limited to: airfare, hotel, car rental, meals, and mileage.
- All applicable Local, State, Federal and Regulatory taxes due are the responsibility of the customer/purchaser.
- The total cost does not include fuel dispenser upgrades, if required.
- Terms: Payment due 25 days from date of Installation. FOB Point of Origin, Freight Prepaid and Added.
- This quote is not valid if the project is publicly bid, as the cost to comply with the terms and conditions is unknown at this time.

Acceptance By Customer - _____ Name _____
 Date _____
 Please email (keithg@fuelforce.com) or fax (609-683-4835) signed acceptance back to Multiforce Systems.



**Double
Check**
Company, Inc.

Corporate Headquarters
4000 Raytown Rd., Kansas City, MO 64129
Phone: 816-921-5032 or 800-899-5032
Fax: 816-861-8027
Email: jguhr@dblchk.com

City of Tonganoxie
1536 E 4th
Tonganoxie, KS 66086

Date 06/11/2019
Quote #180038A-26

Page 1 of 5

**DOUBLE CHECK COMPANY, INC PRESENTS THE FOLLOWING PROPOSAL
FOR YOUR CONSIDERATION:**

- Provide licensed electrician to replace conduit and wires as well as provide and install seal off and explosion proof boxes to bring electrical up to code for class 1 division 1 fuel installations.
- Furnish and install Fuel Cloud system with pulsars for 2 tanks and Fill-Rite 800 series meters.
- Furnish and install Morrison tank gauges with control box and connect it to the Fuel Cloud system.

Scope of work

- Customer is responsible to excavate a 2' square trench where conduit comes up at tank pad so contracted licensed electrician can bring electrical up to code with rigid conduit and a seal off. This does not include adding any seal offs or electrical work inside.
- Contracted licensed electrician will replace non-explosion proof junction boxes and conduit with approved material for class 1 division 1 fueling equipment.
- Contracted licensed electrician will install new power, pulsar, and tank gauge wires.
- Double Check will furnish and install Fuel Cloud pedestal to concrete pad between the 2 north tanks.
- Double Check will furnish and install Fuel Cloud electronics and I-Pad in pedestal.
- Double Check will furnish and install (2) two 10/1 pulsars on existing Fill-Rite 800 series meters.
- Double Check will furnish and install (2) Morrison 1218C gauges with Morrison System Control Console and connect to Fuel Cloud.
- Customer will work with Fuel Cloud directly to set up vehicles, departments, drivers, and reports as desired.

Continued on page 2...

Enid

841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson

1228 N. Halstead
Hutchinson, KS 67501
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan/Topeka

5005 Murray Road
Manhattan, KS 66503
Phone: 785-776-3240
Fax: 785-776-3252
manhattan@dblchk.com

Wichita

1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com



**Double
Check**
Company, Inc.

Corporate Headquarters
4000 Raytown Rd., Kansas City, MO 64129
Phone: 816-921-5032 or 800-899-5032
Fax: 816-861-8027
Email: jguhr@dblchk.com

City of Tonganoxie
1536 E 4th
Tonganoxie, KS 66086

Date 06/11/2019
Quote #180038A-26

Page 2 of 5

Payment Terms

- A 25% deposit of contract total is required at time of order. Progress billings will be made as follows:
 - 100% of the system equipment to be paid upon receipt of equipment in Double Check warehouse.
 - Balance due 10 days after fuel system completion

Equipment & Labor

➤ Equipment Total -----	\$10,823.23
➤ Service Labor & Misc. Materials -----	\$1,750.00
➤ Incoming Freight -----	\$200.00
➤ Electrical contract labor and material -----	\$5,531.53
➤ Total Price -----	\$18,304.76

INITIAL HERE

Exclusions & Terms

- Does not include troubleshooting or repairs on existing fuel pumps.
- Quote does not include tax. If tax is not to be invoice a tax exemption form will be required.

INITIAL HERE

Manufacturer Code & Requirements

- Electrical must be brought to code before installing new Fuel Cloud system.

INITIAL HERE

Continued on page 3...

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City of Tonganoxie
1536 E 4th
Tonganoxie, KS 66086

Date 06/11/2019
Quote #180038A-26

Page 3 of 5

Appendix A

EQUIPMENT LIST				
ITEM #	DESCRIPTION	UNIT PRICE	QTY	LINE PRICE
UL CloudBox	110V UL rated primary system	\$ 2,500.00	1	\$ 2,500.00
UL CloudLink	UL expandable to 5 hoses	\$ 1,800.00	1	\$ 1,800.00
Extreme Temperature Tablet Enclosure	Lockable tablet enclosure with fan, heater & surge protection	\$ 650.00	1	\$ 650.00
iPad (32GB)	Apple mini 2 tablet with 32GB WiFi/Cell ready	\$ 500.00	1	\$ 500.00
iPad Case	Protective case for iPad	\$ 69.99	1	\$ 69.99
Pedestal	FuelCloud Pedestal	\$ 1,100.00	1	\$ 1,100.00
Pulser	1 Pulse per 1/10 Gal for	\$ 224.29	2	\$ 448.58
1218C-0200	Morrison System Console Monitors up to 2 tanks	\$ 1,920.00	1	\$ 1,920.00
1218S-2500 AS	Tank Level Sensor up to 25'	\$ 917.33	2	\$ 1,834.66
TOTAL				\$ 10,823.23

Continued on page 4...

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Date 06/11/2019
Quote #180038A-26

Page 4 of 5

This bid is subject to the following:

"If any unforeseen foreign underground conditions are encountered such as rock, Water, electrical lines, sewer lines, excessive cave-off, etc., there would be an Additional charge for the extra labor, etc., incurred as a result thereof. "

This bid does not provide for testing, hauling or disposal of any contaminated soil or debris except as specified above.

We do not include applicable sales taxes, unless otherwise specified.

Quotation subject to our normal terms and conditions, unless otherwise specified, as set forth in attached statement and these terms will become a part of any order or contract those results from this quotation.

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- √ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check Company, Inc. warehouse.
- √ The remaining balance is due 10 days after fuel system completion.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees.

Equipment leads times are not guaranteed by Double Check Company, Inc., estimates are provided by equipment manufactures.

Thank you for the opportunity to supply you with pricing for this project. If you have any questions at all please do not hesitate to contact me at any time.

Additional contacts at the Kansas City office are Mani Sundaram and Phil Farrell.

Thank you.

Submitted By: _____
Jason Guhr

Accepted By: _____

Date _____

PO # if required _____

Continued on page 5...

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Quote #180038A-26

Page 5 of 5

TERMS & CONDITIONS

The terms contained herein may not in any manner whatsoever be varied by purchaser's acceptance or purchase order. In the event of any inconsistency between the terms and scope hereof and purchaser's acceptance or purchase order, the terms and scope hereof shall control, and purchaser is deemed to have assented to the same in full.

- ❖ The pricing contained herein is for the equipment listed **only** and does **not** include installation or service **not** covered by the manufacturer's warranty **unless specified**. Applicable installation, operation, service, and/or maintenance manuals which are supplied by the manufacturer at **no additional charge** will be provided. Additional copies, **if required**, will be provided at the same cost as charged to Double Check Company, Inc. Any submittals required will be forwarded upon **receipt of purchase order** or letter of **intent to purchase** that equipment. Purchase orders may be contingent upon approval of submittals.
- ❖ Buyer understands that Double Check Company, Inc. has quoted this equipment based **upon information provided by the buyer**. If the information is **incomplete** or **inaccurate**, Double Check Company, Inc. shall **not** be responsible. The buyer accepts responsibility of determination of suitability of the equipment for the application.
- ❖ Unless otherwise stated, Double Check Company, Inc. warrants that all equipment will be free of defects in materials and workmanship under normal use for the period stated by the manufacturer. In the case of defect or failure within the warranty period, Double Check Company, Inc. will replace or repair, **at it's option**, upon return of the item in question to Double Check Company, Inc. Double Check Company, Inc. will **not** accept any invoice or charges for work performed by others during the warranty period.
- ❖ Delivery promises are **contingent** upon weather, strikes, accidents, transportation and/or other factors **beyond the control** of Double Check Company, Inc. Double Check Company, Inc. will endeavor to maintain quoted schedules, but does **not** guarantee to do so. Double Check Company, Inc. shall **not** be liable for damages suffered by the customer by reason of **any** delay.
- ❖ Unless stated or agreed to in **advance**, all pricing contained herein is firm for a period of **thirty days** from the date of this quote. Pricing does **not** include applicable taxes. Acceptance of orders is **contingent** upon current credit approval. **Payment terms are net 10 days. A deposit of twenty-five percent (25%) of the contract amount** is due upon **acceptance** of order. Once work has commenced you will be invoiced based upon the attached payment schedule. For equipment, the balance will be invoiced upon **delivery**. If a bill is **not paid** by the thirtieth (30th) day past the invoice date, a one and one-half percent (1½%) per month **finance charge** will be placed on your account.
- ❖ **No** material may be returned **without the written permission of Double Check Company, Inc.** If granted, permission will include shipping instructions, which must be followed. **All** returns are subject to a **restocking charge**.
- ❖ Proper decals and signage that must appear on fuel dispensing units for compliance with state and federal requirements must be obtained from the customers' fuel supplier.

If the quote includes installation, the following clauses apply:

- ❖ If any **unforeseen** foreign **underground** objects are encountered such as rock, water, electrical lines, sewer lines, excessive cave-off, or environmental pollution clean-up, etc., there will be an **additional** charge for the extra labor, etc., incurred as a result thereof.
- ❖ This bid does **not** provide for testing, hauling or disposal of any contaminated soil or debris unless specified. If contaminated soils are encountered, cost of removal and replacement runs approximately \$50.00 to \$75.00 per cubic yard, plus any special permits or soil analysis required for disposal, etc.
- ❖ Installation has been quoted using **non-union labor**. If, during the course of the project, there is union intervention, all costs incurred will be billed to you at the same rates as charged to Double Check Company, Inc.
- ❖ **Any** alteration or deviation from equipment or services described herein involving extra costs will be executed **only** upon written orders and will become an **extra charge** over and above the bid amount or estimate.

INITIAL HERE

Enid

841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson

1228 N. Halstead
Hutchinson, KS 67501
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan/Topeka

5005 Murray Road
Manhattan, KS 66503
Phone: 785-776-3240
Fax: 785-776-3252
manhattan@dblchk.com

Wichita

1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com



QUOTATION & CONTRACT

No. 1099082

SHAWNEE OFFICE
6909 Martindale Road
Shawnee, Ks 66218

Phone: (316) 942-1361
Fax: (316) 942-0653

Proposal Submitted to:

Date: 07/16/19

City of Tonganoxie
City of Tonganoxie
PO Box 326
Tonganoxie, KS 66086-0326

Job Location: 1536 E 4th St
Tonganoxie, KS 66086-9691

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Equipment, See "Equipment List"	\$ 11,463.58
1	Installation, See "Scope of Work"	\$ 8,178.00
1	Incoming Freight on Major Equipment	\$ 391.67
		=====
	TOTAL	\$ 20,033.25
		PLUS FREIGHT

Please note; If sourcewell member number is provided with signed contract a deduct of \$ 1,018.75 will be applied to the contract.

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.

Payment terms and schedule:

- Balance due upon completion of work.
- Major Equipment will be billed upon arrival at Hoidale Shop.
- Progress Billing will be utilized for on-going work.

ALL PRICES LISTED ARE CASH PRICES. WE DO NOT ACCEPT CREDIT CARD PAYMENTS ON CONTRACTS

We propose to furnish material and/or labor as listed above for the sum of \$ **20,033.25** , plus any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specifications involving extra cost will become an extra charged over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Any work involving extra charges will not be performed until an agreement is reached regarding the extra charges. This proposal is void 15 days from the above date.

NAME: Steve Dixon
TITLE: President

SIGNATURE: Stephen E Dixon

CUSTOMER ACCEPTANCE

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. **Customer acknowledges and agrees to the payment terms listed above. Payments made later than the terms listed will incur late payment charges of 1-1/2% per month or 18% per annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's Initials Required.**

NAME: _____
TITLE: _____

SIGNATURE: _____
DATE: _____



QUOTATION & CONTRACT

SHAWNEE OFFICE
6909 Martindale Road
Shawnee, Ks 66218

Phone: (316) 942-1361
Fax: (316) 942-0653

Proposal Submitted to:

Date: 07/16/19

City of Tonganoxie
City of Tonganoxie
PO Box 326
Tonganoxie, KS 66086-0326

Job Location: 1536 E 4th St
Tonganoxie, KS 66086-9691

QUANTITY

DESCRIPTION

- 1 SynTech FuelMaster 2500Plus Prokee Master Unit
w/ Data Logger, Modem, & NIC Card
- 1 SynTech FuelMaster Plus Software
- 50 SynTech FuelMaster Prokee
- 1 SynTech Prokee Encoder
- 1 SynTech Deliberant Kit
- 2 ICS MR1 Pulser
- 2 GPI Flomec Meter

Construction and Installation Materials

=====
\$ 11,463.58
+FREIGHT

Please note if sourcewell member number is provided with signed contract a deduct of \$ 1,018.75 will be applied to the contract.

INITIALS OF BUYER _____



QUOTATION & CONTRACT

Phone: (316) 942-1361

Fax: (316) 942-0653

Proposal Submitted to:

Date: 07/16/19

City of Tonganoxie
City of Tonganoxie
PO Box 326
Tonganoxie, KS 66086-0326

Job Location: 1536 E 4th St
Tonganoxie, KS 66086-9691

Scope Of Work

- 1 Remove two existing meters and dispose of. Install new meters and pulsers.
- 2 Subcontract electrician to perform scope of work listed below in Electrical Scope.
- 3 Install FuelMaster Pedestal on customer-provided concrete pad.
- 4 Terminate wiring and test hoses/pumps/pulsers for proper operation (2 hoses total).
- 5 Program FMU with system information.
- 6 Work with owners IT regarding network connection requirements.
- 7 Advise IT personnel on software loading.
- 8 Configure basic site parameters in software, train IT personnel in software programming and basic reporting features. Maximum of four hours of training time included in contract.
- 9 Clean up site of construction related debris.

Electrical Scope

- 1 Provide and install above-grade conduit from FuelMaster to 2 tank-top pumps and pulsers.
- 2 Extend customer-provided underground conduit through outside wall of building and to electrical panel.
- 3 Provide and install relays and enclosure for Emergency Stop System.
- 4 Pull required electrical circuits from existing panel to FuelMaster and equipment.
- 5 Make final electrical connections and work with Hoidale to test and start up.

By Customer

- 1 All existing electrical shall be able to be re-used or modified for proper use. Existing electrical breakers to be re-used. Provided conduit must be pullable.
- 2 IT personnel must be on-site to advise and load software onto owner's PC.
- 3 IT personnel must advise static IP address for configuration of connection.
- 4 Wire, Ethernet, or other connection of device to building infrastructure.
- 5 All existing equipment to be operational and compatible. Any work desired or required to fluid-handling equipment will require the use of a separate Work Order, or a Change Order.
- 6 Concrete, trenching, backfilling, hanging of wireless equipment, permits.
- 7 Any additional work not listed in the above Scope of Work will require the use of a written "Change Order" to be signed by both parties prior to the start of the additional work.

SCOPE OF WORK TOTAL	=====
	\$ 8,178.00

INITIALS OF BUYER _____

ACCEPTANCE - This proposal, when accepted by the Buyer within the said period set out in this agreement, will constitute a bonafide contract between the Buyer and P. B. Hoidale Co., Inc., the Seller, subject to all terms and conditions to follow and to the approval of the Seller. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

ACCEPTANCE BY MAIL - Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.

FOB PLACE OF MANUFACTURE - Unless otherwise stated in this contract, prices are FOB place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply, but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

EXTRA CHARGES - The Buyer may order changes in the work or the installation of additional equipment and the contract sum shall be increased accordingly. **ALL SUCH ORDERS AND INCREASES SHALL BE IN WRITING**, and the Buyer shall consent in writing to the extra charges before the Seller shall begin any changes or additional work.

RELATED WORK - Labor, materials and outside services for electrical, blacktop, water and sewer work, etc., are not included in contract unless specified. Anchors, foundations and cathodic protection are not included in this contract unless specified. Concrete slab must be protected from traffic - if concrete slab is placed and furnished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 14 days.

DELIVERY - Delivery promises are contingent upon fires, strikes, accidents, lockouts, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result there from. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense.

DELAYS - Due to the increasing cost of labor and materials, any delay of progress, not directly under the Seller's direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.

TERMS - Terms are net 10 days from date of invoice unless otherwise specified. Delivery to our warehouse for purposes of convenience or coordination shall be considered "Delivery" for billing purposes.

a) Progress payments may be required - The Seller may require progress payments, covering the materials and/or labor, based upon the percentage of the contract completed. The Buyer will be sent an invoice that must be paid as specified or with 10 days.

b) Failure to pay progress payments when due - In the event the Buyer fails to pay any progress payments within the terms specified, The Seller may, with written notice to the Buyer, suspend work. After 5 days, the Seller may terminate the contract or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery.

c) Interest - The Seller reserves the right to charge the Buyer 1-1/2% per month on past due balances. This represents an annual rate of 18%.

d) Attorney's fees payable - The Buyer agrees to pay the Seller reasonable attorney's fees and court costs if the account is sent to an attorney for collection.

GRANT OF SECURITY INTEREST - Buyer grants to Seller a purchase money security interest in all property sold to Buyer pursuant to this Contract to secure all indebtedness of Buyer to Seller under this Contract.

INSTALLATION - It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to so provide access. The Seller shall furnish the necessary materials and perform all work for the installation of said equipment. The Seller shall install the equipment at the location to be designated by the Buyer on the job site. The installation shall be performed by the Seller in the Seller's customary manner in accordance with its normal procedures. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of the agreement, unless otherwise specifically stated in this contract.

a) Excavating - Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, running sand, concrete foundations, poles, manholes, or similar non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such work shall be the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer.

b) Floating Tank Clause - The Buyer will be responsible for filling all underground storage tanks with products for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event tank is not filled as requested, the Buyer accepts responsibility for equipment, labor and materials to reinstall floated tank. If product is not available, tanks shall be filled with water. There is an additional charge for the water and then removing the water when installation is complete.

PERMITS - Unless otherwise stated, no provision is made in the contract for special fees, permits, licenses, etc. If Seller is required to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

DEFAULT BY SELLER - If the Seller defaults, neglects or fails to perform any provision of the contract, the Buyer may, without prejudice to any other remedy it may have, after 30 days written notice to the Seller, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Seller. The Buyer may finish the work specified in this contract by whatever method Buyer may deem expedient. If the unpaid balance of the contract exceeds the cost of finishing the work, such excess shall be paid to the Seller, but if such expense exceeds the unpaid balance, the Seller shall pay the difference to the Buyer in full satisfaction of all claims for liquidating damages. Seller assumes no responsibility for, nor shall it be obligated to pay, claims for consequential damages.

WARRANTY - THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OF PURPOSE AND ANY AND ALL OTHER REPRESENTATIONS TO THE BUYER EXCEPT AS FOLLOWS: if the installation is supplied by the Seller, the Seller warrants the installation for a period of one year from date of completion. Seller warrants the installation to be free of defects in material and workmanship under normal use and service, the Seller's obligation under this warranty being limited to repair or replacement, as it may elect.

a) The Seller must be promptly notified of any circumstances involving warranty and must be permitted to perform corrective measures, utilizing the Seller's own personnel. The Seller will not accept any invoice or charges for any work performed during the warranty period by others.

b) Buyer acknowledges that Seller is not a manufacturer of the goods covered by this contract. Manufacturers warranties on said goods shall extend to Buyer as authorized by the manufacturers or as provided by law. Buyer expressly agrees and understands that Seller shall have no obligation or liability under such manufacturer's warranty or for failure of any manufacturer to honor the warranty. Except for the foregoing installation warranty, **SELLER MAKES NO EXPRESSED WARRANTIES OF ANY KIND, EXCEPT AS TO BUYERS WHO ARE INDIVIDUALS. SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY - Buyer agrees that Seller and the original manufacturer of products sold by Seller to Buyer shall not be liable for any special, indirect, incidental, or consequential damages of any type, including, but not limited to, damages related to damage to the ground, ground water, underground or environment, loss of product, cleanup costs, loss of profit or sales, or any other expense resulting from the nonconforming or defective condition of any products or any system purchased by the Buyer.

Seller shall also not be liable for interruption of business, downtime costs, increased operating costs, or claims of Buyer's customers for any of the foregoing types of damages.

INDEMNITY AGREEMENT - Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for (a) bodily injury and property damage arising out of the work undertaken by the Seller, its employees, agents or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workman's Compensation Insurance and (b) alleged or actual infringement of any letters of patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions or technical information of data furnished by the Buyer.

TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the FOB point. Title to and the right to possess each item of equipment are and shall remain vested in the Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay the purchase price according to the terms hereof, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory, as the Seller may determine or in the event the Buyer fails to perform any condition or obligation, the Seller may at its election, demand immediate payment in cash before making delivery, suspend delivery and terminate this contract, or mature the entire unpaid portion of the purchase price, in each event without notice and without any liability whatsoever to the Buyer. The Buyer's bankruptcy, receivership or failure to pay any amount when due shall, at the option of the Seller, mature the entire unpaid portion of the purchase price without notice and the Seller may declare this contract terminated, enter the premises, and retake possession of said property, whereupon all payments made by the Buyer will be forfeited as liquidated damages, rentals and costs.

TAXES - Taxes are not included in this contract. No Federal, State or Local taxes are included in this contract unless specifically so stated and will be extra, if applicable.

STATE LAW APPLIES - All of the provisions hereof and any resulting order are to be governed and construed according to the laws of the State of Kansas.

LIEN RIGHTS - To protect all parties, a mechanic's lien will be automatically filed where payment is not received according to the terms stated in the contract.

ERRORS - Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgments or invoices are subject to correction. Claims for shortages, defective goods, errors and allowance must be made within 10 days from the date of invoice.

ASSIGNABILITY - This contract shall not be assigned by either of the parties hereto without the prior written consent of the other party.

RETURNED GOODS - No goods may be returned without Seller's written authorization. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by Buyer. Risk of loss for returned goods shall pass to Seller upon receipt of the goods by Seller. All goods authorized for return are subject to Seller's inspection and acceptance and to a restocking charge equal to the rate charged by the manufacturer to Seller, or at least fifteen percent. Merchandise must be returned within ten days of Buyer's receipt of written authorization and must be accompanied by a writing that identifies the invoice number and date.

INITIALS OF BUYER _____

3QF0512



Office of the City Manager
AGENDA STATEMENT

DATE: August 5, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consider Approval of Funding for Business Park Real Estate Marketing Event

DISCUSSION:

In an attempt to bring Commercial Real Estate professionals for an on-site visit to the Business Park, staff is asking Council to consider funding for such an event. On July 16, 2019, City Staff along with representatives from Leavenworth County Development Corporation, GBA and Candid Marketing discussed highlighting the Park this Fall, after the Landscape and Monument Sign improvements are completed. There is a strong feeling from this group that hosting an event to draw brokers and groups like Kansas City Area Development Council and the Society of Industrial and Office Realtors to an on-site event will not only highlight the Park, but also feature that the site is not that far out of the 435 loop for the KC market.

Typically, events like this would have a facility or spec building to host the event. Since the Park has only one established private user, there is a need for event tents and creative ways to move people physically onto the 5 available sites; thus creating the need for funding to obtain these services.

BUDGET IMPACT:

Staff is asking for a one-time use of \$5,000 of the unbudgeted funds available from the sale proceeds of Lot 5.

ACTION NEEDED:

Make a motion to authorize staff to expend an amount not to exceed \$5,000 for a Marketing Event at the Business Park this Fall.

ATTACHMENTS:

None

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

Library Project Budget Report - As of 2019-07-30

Land Acquisition Costs	Budget	Actual Costs Incurred	Balance Remaining
Land Purchase	195,149.00	192,921.94	2,227.06
Geotech	7,500.00	3,250.00	4,250.00
Special Inspections	35,000.00	-	35,000.00
Topographical Survey	3,500.00	-	3,500.00
Subtotal Land Acquisition Liabilities	241,149	196,172	44,977
Pre-Construction & Design Liabilities - JE Dunn	Budget	Actual Costs Incurred	Balance Remaining
SAPP Design and Preconstruction JE Dunn	386,000.00	372,078.00	13,922.00
		-	-
		-	-
		-	-
		-	-
Subtotal Pre-Construction & Design Liabilities - JE Dunn	386,000	372,078	13,922
Design Build Construction Liabilities - JE Dunn	Budget	Actual Costs Incurred	Balance Remaining
Construct and Equipt Library Facility (Design-Build Contract)	3,122,851.00	-	3,122,851.00
Subtotal Design Build Construction Liabilities - JE Dunn	3,122,851	-	3,122,851
	Budget	Actual Costs Incurred	Balance Remaining
Total Project Liabilities (not including issuance costs)	3,750,000	568,250	3,181,750