

CITY OF TONGANOXIE



September 18, 2023

7:00 Regular Meeting

City Council Chambers, 303 Bury Street, Tonganoxie, KS 66086

There may be an audio recording of the meeting which will be utilized to prepare the meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Honorable David Frese, Mayor

Council Members

Jacob Dale

Loralee Stevens

Chris Donnelly

Jennifer McCutchen

Matt Partridge

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated September 5, 2023

III. Consent Agenda

- a) Review bill payments

IV. Old Business

V. New Business

- a) 2022 Audit Report & Financial Statements Presentation by Karen Linn, Audit Director, of BT&Co., P.A.
- b) Resolution 09-23-02: Accepting Priorities for Progress Regional Transportation Capital Improvements Plan
- c) Resolution 09-23-03: Contract for 4th Street Bridge Replacement Project Engineering and Preliminary Services with BG Consultants, Inc.
- d) Resolution 09-23-04: Authorizing Filing of an Application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act as part of the 2023 Wastewater Treatment Plant Improvements – Phase 1 Project
- e) Consider Approval to Purchase Salt Commodity for Snow and Ice Control Activities
- f) 2023 Water Park Season Report and Discussion
- g) City Manager Agenda
 - 1. August 2023 Financial Report
- h) City Attorney Agenda
- i) Mayor Pro Tem Agenda
- j) City Council Agenda
- k) Mayor Agenda

VI. Adjourn

Council Meeting Minutes
September 5, 2023
7:00 PM Meeting

I. Pledge of Allegiance

- Mayor Frese opened the meeting at 7:00 p.m.
- Mayor Frese led the pledge of allegiance.
- Mayor Frese, Mr. Partridge, Ms. McCutchen, Ms. Stevens, and Mr. Donnelly were present. Mr. Dale was tardy.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, and Municipal Court Clerk Lindsay Huntington were also present.

II. Approval of Minutes – Regular meeting dated August 21, 2023

- **Mr. Donnelly made a motion to approve draft minutes from the regular meeting dated August 21, 2023.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

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

IV. Old Business

V. New Business

- a) Public Hearing: 2024 Budget Revenue Neutral Rate
- Mr. Brajkovic stated staff has prepared a presentation that will cover items that are requested in next year's budget and include things like the capital maintenance and improvement plan for 2024 and the large infrastructure projects as well as items that were prioritized for next year as well as items that are being developed on a calendar up to five or more years out. Community funding requests have also been taken into consideration. Department operational and equipment needs have been built into the budget as well.
 - Mr. Brajkovic stated the revenue neutral rate will be reviewed, the efforts made to get as close as possible to revenue neutral and how the City factors into the total tax bill.
 - Mr. Porter reviewed the 2024 budget development process calendar and the budget development areas of focus. Areas of focus included infrastructure investments, continued community building and support, operational resources and staffing to provide quality services and property tax rate adjustments.
 - **Mayor Frese opened the public hearing for the 2024 Budget Year Revenue Neutral Rate.**
 - Wally Brawner, 111 Willis Drive, addressed the City Council and asked if the 4th Street bridge will be replaced in 2024.
 - Mr. Porter confirmed the construction would begin mid-2024 and continue through early 2025.
 - Mr. Brawner then expressed concern regarding riding his bicycle on 4th Street.
 - Mr. Donnelly stated that as a taxpayer of Tonganoxie and seeing the County reducing the services providing to him as a County resident and the taxpayer and not reducing their tax levy and not know how that qualifies or where the money is going. Mr. Donnelly expressed that as a taxpayer he is anxious to know why they are putting that on the City of Tonganoxie residents who also pay taxes. They are taking the money away from the City of Tonganoxie and would like to know where is it going.
 - **Mayor Frese closed the public hearing.**
- b) Public Hearing: Consideration of the Proposed 2024 Budget as Published

- **Mayor Frese opened the public hearing for the Consideration of the Proposed 2024 Budget as Published.**
- Sandy stated Leavenworth is her home town and Bethel Kansas which no longer exists is her husband's. Sandy stated she and her husband spent 30 years in the state of Washington. They returned from a winter in Phoenix and looked at their property tax bill on their property and decided they had had enough and decided to move. They moved to Tonganoxie and their taxes have gone up every year. Sandy stated their home in Tonganoxie is larger than Washington but on a corner lot and not on six acres. Their previous residence in Washington recently sold for \$650,000 and the taxes were \$500 less than what they paid here last year and they are predicting an additional \$700 to \$1,000 increase. Sandy is now looking at possibly moving to Missouri because they give some kind of tax breaks to the elderly. Sandy also stated she is not the only one and several other people have attended other meetings and said they have returned to the area because it is where they are from and it was better than where they came from, but they are looking to being taxed out of their home and are looking to move. Sandy asked why are the taxes going up with all the new building going on in the area.
- **Mayor Frese closed the public hearing for the Consideration of the Proposed 2024 Budget as Published.**
- c) **Resolution 09-23-01: A Resolution of the City of Tonganoxie, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate**
 - Mr. Brajkovic stated staff has no additional information regarding the revenue neutral rate. The City will exceed the revenue neutral rate by a small portion as was presented.
 - Mr. Donnelly questioned the ending balance numbers as they exceed and requested staff go through the ending balance numbers and what is available on where the City will go over.
 - Mr. Porter stated at the conclusion of 2024 as budgeted the City would have an estimated fund balance just under \$1,082,000 which is 25% of revenue in 2024. The fund balance target is 15% so that would be 10% above that target. That does include a reduction in fund balance of about \$147,000 largely due to the mill levy reduction that is included in the proposed budget.
- **Mr. Partridge made a motion to approve Resolution 09-23-01 a Resolution of the City of Tonganoxie, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate, Pursuant to K.S.A. 79-2988.**
- **Mr. Dale seconded the motion.**
- **Roll Call Vote of all ayes, motion carried.**
- d) **Consider Adoption of the 2024 Proposed Budget**
 - **Mr. Dale made a motion to Adopt the 2024 Proposed Budget as Presented by Staff.**
 - **Mr. Partridge seconded the motion.**
 - **Roll Call Vote of all ayes, motion carried.**
 - Mr. Brajkovic offered his recognition to Mr. Porter for his work on developing the budget as well as strategies behind the entire conversation had. Also, the participation from each of the department heads who have attended nearly every budget work session and who have legitimately tried to run a lean organization pursue every grant opportunity that is available and including the ones we strike out on. Mr. Brajkovic stated ultimately, he is glad to see the process go the way it did tonight and hopefully the Council feels as policy makers you were provided every piece of information and the fact that we can stream these meetings now so folks don't even have to attend the meeting to get access to the same information. Additional steps still need to happen and for folks that are very interested in that he will just remind them that the City's website, which was revamped about a year ago has easy access to the budget books, documents meetings and records for public viewing.
- e) **Consider Approval of Quote from Midwest Coatings Incorporated for Roof Repairs to City Council Chambers/Municipal Court Chambers Facility located at 303 Bury Street**
 - Mr. Brajkovic stated following the round of storms experienced earlier in the summer staff had the opportunity to pair up the liability insurance provider coming in to assess and appraise our facilities to ensure our policies were adequately placed and combine that with an opportunity to ask an adjuster to go look at the roof. The Council Chambers facility did sustain sufficient roof damage to qualify for roof replacement.
 - Mr. Brajkovic stated the cost would be covered under the insurance claim however it will show up on the lost claim report.

- Mr. Heskett has also been involved in this process as a facilities maintenance standpoint and staff recommends moving forward with the repairs.
- Mr. Porter stated from a budget perspective with a claim of this magnitude the City will need to be a pass-through for the insurance funds which will require the City to pay the full amount of just under \$77,500 to Midwest Coatings Incorporated. The City's deductible will be \$2,500 for the repairs and the remaining balance would be provided to the City in reimbursement.
- **Mr. Partridge made a motion to approve a bid with Midwest Coating Incorporated to replace the 303 Bury Street City facility roof for an amount not to exceed \$77,495.00.**
- **Ms. McCutchen seconded the motion.**
- **Vote of all ayes, motion carried.**

f) City Manager Agenda

g) City Attorney Agenda

h) Mayor Pro Tem Agenda

- Ms. Stevens shared the outdoor music equipment that the Arts Council received with a grant has been installed by City staff in the Pocket Park. Ms. Stevens also mentioned the Rec Commission is putting on the fireworks show out at the fairgrounds on Friday September 15th and the TBA, in collaboration with the City will have Tonganoxie Days on Saturday September 16th. Finally, Ms. Stevens added the Farmers Market will continue for 5 more weeks.

i) City Council Agenda

j) Mayor Agenda

1. Executive Session for discussion of matters related to security measures
 - **Ms. McCutchen moved that the City Council recess into executive session to discuss matters relating to security measures that protect the public building or facility located at 321 Delaware Street, pursuant to the security-measures exception in K.S.A. 75-4319(b)(12). The executive session will include the City Attorney, City Manager, and Assistant City Manager. The open meeting will resume in the City Council chamber at 8:07 p.m.**
 - **Mr. Partridge seconded the motion.**
 - **Vote of all ayes, motion carried.**
 - ...
 - **Mayor Frese resumed the meeting at 8:07 p.m. and noted that no binding action was taken in executive session.**

VI. Adjourn

- **Mr. Dale made a motion to adjourn the meeting.**
- **Ms. McCutchen seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:08 p.m.**

Respectfully submitted,

Lindsay Huntington

Lindsay Huntington, Municipal Court Clerk



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 09/02/2023 - 09/15/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0046	BAY BRIDGE ADMINISTRATORS, LLC	09/08/2023	Regular	0	676.17	51822
0749	BROADVOICE	09/08/2023	Regular	0	168.44	51823
0113	COMMERCIAL AQUATIC SERVICES	09/08/2023	Regular	0	1384.93	51824
0150	DURKIN EQUIPMENT CO. INC	09/08/2023	Regular	0	10317	51825
1263	ESO SOLUTIONS INC	09/08/2023	Regular	0	208.53	51826
0189	FIRST STATE BANK & TRUST	09/08/2023	Regular	0	899.88	51827
0205	GALL'S LLC	09/08/2023	Regular	0	631.11	51828
0205	GALL'S LLC	09/08/2023	Regular	0	25.98	51829
0205	GALL'S LLC	09/08/2023	Regular	0	117.98	51830
0205	GALL'S LLC	09/08/2023	Regular	0	45.66	51831
0205	GALL'S LLC	09/08/2023	Regular	0	491.48	51832
0205	GALL'S LLC	09/08/2023	Regular	0	392.84	51833
0205	GALL'S LLC	09/08/2023	Regular	0	79.08	51834
0205	GALL'S LLC	09/08/2023	Regular	0	69.99	51835
1155	Government Finance Officers Association	09/08/2023	Regular	0	485	51836
1391	GULF STATES DISTRIBUTORS INC	09/08/2023	Regular	0	1995	51837
0224	HAMM QUARRIES & LANDFILL	09/08/2023	Regular	0	6433.8	51838
0250	HONEYCREEK DISPOSAL SERVICE	09/08/2023	Regular	0	32881.87	51839
0330	KANSAS GAS SERVICE	09/08/2023	Regular	0	404.88	51840
0496	KANSAS ONE-CALL SYSTEM, INC.	09/08/2023	Regular	0	136.8	51841
0391	LAWRENCE JOURNAL WORLD	09/08/2023	Regular	0	287.9	51842
0393	LAWRENCE MEMORIAL HOSPITAL	09/08/2023	Regular	0	306	51843
1246	Mallory Rae Pino	09/08/2023	Regular	0	202	51844
0857	MIDCONTINENT COMMUNICATIONS	09/08/2023	Regular	0	368.26	51845
0857	MIDCONTINENT COMMUNICATIONS	09/08/2023	Regular	0	330.9	51846
0959	OFFICE OF THE KANSAS STATE TREASURER	09/08/2023	Regular	0	1966.29	51847
1238	Ozark Ready Mix Company	09/08/2023	Regular	0	488	51848
1014	The League of Kansas Municipalities	09/08/2023	Regular	0	53.92	51849
0642	USPS	09/08/2023	Regular	0	1248.03	51850

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	32	29	0.00	63,097.72
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
	32	29	0.00	63,097.72

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	29	0.00	63,097.72
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
	32	29	0.00	63,097.72

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	9/2023	63097.72
			63097.72



Office of the City Manager
AGENDA STATEMENT

DATE: September 18, 2023
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Presentation of City Council Report & 2022 Financial Statements with Karen Linn of BT & Co., P.A.

DISCUSSION:

In November 2020 the City approved a letter of engagement with Berberich Trahan & Co., P.A. (BT&Co., P.A.) for auditing services for the fiscal year ended December 31, 2020 and the two following fiscal years. The work of the auditing firm & City staff culminates in the delivery of a written report and copy of the City's financial statements to the Governing Body at the conclusion of the audit.

City staff worked with the auditing firm over a period of several months in 2023 to provide requested information, documentation, and other relevant items for review as part of annual audit processes. The financial statements for the year ended on December 31, 2022, SAS 114 letter (communication from the auditors to those charged with governance of the organization – i.e. the City Council), and a representation letter (from City management) are all available on the City's website for review at the following link.

<https://www.tonganoxie.org/finance/pages/audits>

The SAS 114 letter includes information about the scope of audit procedures performed, any significant findings, any disagreements with management, and audit adjustments or significant estimates. Due to the level of expenditures of federal awards in the 2022 fiscal year, which did not exceed the threshold of \$750,000, the City was not required to complete a single audit of any major programs. It is anticipated that in the audit of fiscal year 2023 the City may be required to complete a single audit.

Karen Linn, Audit Director at BT&Co., plans to attend the City Council meeting to review the draft report and be available to answer any questions posed by the Governing Body. A printed copy of the financial statements and report will be provided to the Governing Body at the Council meeting, filed with the Kansas Office of Municipal Services and any required bond credit rating agencies, and is already available on the City's website for review.

BUDGET IMPACT:

None.

ACTION(S) NEEDED:

No formal approval is required. City staff and BT&Co. will welcome any feedback or questions from the Governing Body.

ATTACHMENTS:

None – see link provided in Discussion section.

cc: George Brajkovic, City Manager

RESOLUTION NO. 09-23-02

A RESOLUTION ACCEPTING THE PROGRESS FOR PRIORITIES REGIONAL TRANSPORTATION CAPITAL IMPROVEMENTS PLAN CONDUCTED JOINTLY BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS AND THE CITIES OF BASEHOR, LANSING, LEAVENWORTH, AND TONGANOXIE, KANSAS.

WHEREAS, Leavenworth County, the City of Basehor, the City of Lansing, the City of Leavenworth, the City of Tonganoxie, the Kansas Department of Transportation ("KDOT"), the Leavenworth County Port Authority, and the Mid-America Regional Council ("MARC") (collectively, the "Partners") recognized the need to develop a prioritized project list for transportation improvements in the Leavenworth County region;

WHEREAS, the Partners, either individually or in conjunction with others, had identified numerous potential transportation projects over the past several years;

WHEREAS, the Partners recognize numerous funding opportunities exist through competitive grants offered on a regular basis through MARC, KDOT, and the U.S. Department of Transportation;

WHEREAS, the Partners recognize that the construction of transportation projects identified through a regional study will be mutually beneficial and will encourage and foster the development of the greater community, providing benefits to the Cities, the County, and the citizens;

WHEREAS, the Partners recognize that collective support among the Partners will improve the positioning of projects to be awarded through the competitive grants offered through MARC, KDOT, and the U.S. Department of Transportation;

WHEREAS, the Partners retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to conduct a transportation capital improvement plan to identify and prioritize transportation improvements within the Leavenworth County region;

WHEREAS, Kimley-Horn has completed the transportation capital improvement plan through an analytical evaluation of the impact of various transportation projects and consideration of the priorities of various funding agencies and the public, and prepared that certain Priorities for Progress report dated August 2023, available online at <https://priorities4progress.com/wp-content/uploads/2023/08/Priorities-for-Progress-Plan-Final-Report.pdf> (the "Report"); and

WHEREAS, the Governing Body has determined that it is advisable to accept the findings and project priorities listed in the Report.

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

Section 1. The Governing Body hereby accepts the findings and project priorities listed in the Report, which are incorporated herein by this reference.

Section 2. The City Manager and other officials and representatives of the City are hereby further authorized and directed to take such actions and to execute 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.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON SEPTEMBER 18, 2023.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk



Office of the City Manager
AGENDA STATEMENT

DATE: September 18, 2023
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 09-23-03: Consider Approval of Preliminary Engineering Services Agreement for the 4th Street Bridge Replacement Project with BG Consultants, Inc.

DISCUSSION:

The City of Tonganoxie 2024 Adopted Budget and 2024 – 2028 CMIP include planned funding allocated in the City’s Capital Projects Fund for a significant project to utilize funds available from the City’s share of Leavenworth County sales & use tax receipts to replace the existing 4th Street Bridge over Tonganoxie Creek. The 4th Street Bridge is a 3-span reinforced concrete haunched slab construction built in 1976 and it is one of four bridges within the City’s current inventory of bridge infrastructure. In 2021 the City contracted for an evaluation of the 4th Street bridge to determine the extent of deterioration of the bridge deck. The evaluation concluded that the bridge deck showed delamination, missing safety features for pedestrians, and other evidence of deterioration indicating that the bridge’s effective service life could not be projected more than 10 years depending on the continuing rate of deterioration. In 2023 the City’s street maintenance program included installation of an asphalt overlay over the bridge surface to temporarily improve the condition of the bridge deck until a more extensive replacement could be completed.

BG Consultants, Inc, the City’s contracted On-Call City Engineer, prepared the four included attachments, including an updated Engineer’s Estimate of Probable Construction Cost and Construction Schedule, for this project. The draft contract for consideration by the City Council includes a scope of services for completion of preliminary surveying and design for the project, as well as bid letting support services. A general summary of the project phasing is listed below for reference. Following discussion with the City Council, staff request consideration of approval of the survey and study phase of the project.

Project Phase	Status
1. Surveying, preliminary design, utility relocation, permitting & advertisement services	Proposed contract for consideration
2. Geotechnical survey services & ROW acquisition	Activities planned to occur concurrent with Phase 1 under separate agreements/initiatives
3. Construction & construction observation services	Future consideration by the City Council

BUDGET IMPACT:

The 2024 budget included funding in the Capital Projects Fund for the full extent of this project. As seen in the attached probably project schedule, the timing of services from preliminary design to estimated completion of construction can be expected to last from September 2023 to May 2025. Waiting until the beginning of fiscal year 2024 to commence the initial stages of the project would introduce delays in the completion of the project.

In order for the completion of the full extent of expected preliminary surveying & design services, along with geotechnical and other project components, during the fall of 2023 City staff will advance a mid-year budget amendment to the City’s Capital Projects Fund to allow for payment of project costs as incurred prior to the end of the City’s fiscal year 2023. The City’s Capital Projects Fund currently maintains a fund balance of approximately \$1,550,000 and the expected costs of this project prior to end of fiscal year 2023 will not create any negative issues for the Capital Projects Fund.

ACTION NEEDED:

Make a motion to authorize approval of Resolution 09-23-03, approving execution of the 4th Street Bridge Replacement Project preliminary engineering design and bid phase services with BG Consultants, Inc for an amount not to exceed \$95,500.

ATTACHMENTS:

Engineer's Opinion of Probable Construction Costs – BG Consultants

Engineer's Opinion of Probable Construction Schedule – BG Consultants

Concept Layout for 4th Street Bridge Project – BG Consultants

Resolution Draft Contract for Preliminary Engineering Services and Bid Phase Services – BG Consultants

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



RESOLUTION NO. 09-23-03

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE CONTRACT FOR ENGINEERING SERVICES FOR THE REPLACEMENT OF 4TH STREET BRIDGE OVER TONGANOXIE CREEK BETWEEN THE CITY OF TONGANOXIE, KANSAS AND BG CONSULTANTS, INC.

WHEREAS, BG Consultants, Inc., a Kansas corporation ("Contractor"), desires to provide design, bid and construction phase services, as well as easement staking and bridge inventory inspection services, in connection with the replacement of the 4th Street bridge over Tonganoxie Creek (the "Project") within the City of Tonganoxie, Kansas (the "City");

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

WHEREAS, the Governing Body has determined that it is advisable to enter into the Contract for engineering services for the 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. The Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. The City Manager is hereby authorized to execute in the name of the City, the Contract, and other officials and representatives of the City, including the City Attorney, are hereby further authorized and directed to take such actions and to execute 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.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON SEPTEMBER 18, 2023.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

**Contract for Engineering Services for the Replacement of 4th Street Bridge Over
Tonganoxie Creek Project**

[Attached.]



**AGREEMENT
CONSULTANT-CLIENT**

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

WITNESSETH:

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

Replacement of bridge carrying 4th St. over Tonganoxie Cr.

(NBI No. 000521063104225)

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

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

SECTION 1 – DEFINITIONS

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

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

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name:	Brady Hedstrom, P.E.
Address:	4806 Vue Du Lac Place
	Manhattan, KS 66503
Phone:	785-537-7448x1124

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

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

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

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and attempt to procure at least three (3) proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

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

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

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

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

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of \$95,500.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon

completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. discounted hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's discounted hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved

through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the

reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

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

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may

not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

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

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

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

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms

are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

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


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 2023.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Tonganoxie, KS

By: 
Printed Name: Brady Hedstrom, P.E.
Title: Project Manager

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

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Project:

A. DESIGN PHASE SERVICES

CONSULTANT will provide the following Design Phase Services.

1. Receive any available information from CLIENT applicable to the project.
2. Perform topographic and field survey.
3. Establish project vertical and horizontal control, section, property and right-of-way lines
4. Perform design of the project to prepare construction plans and specifications referencing the latest edition of the follow design guides:
 - a. *A Policy on Geometric Design of Highways and Streets* published by AASHTO.
 - b. *Manual on Uniform Traffic Control Devices (MUTCD)* published by the Federal Highway Admin.
 - c. *Standard Specifications for State Road and Bridge Construction, 2015 Edition* and applicable Special Provisions prepared by KDOT.
5. Prepare construction plans on 22"x36" sheets. Construction Plans, including road alignment and profile, bridge location, proposed grading for storm water drainage, cross sections and earthwork quantities, will be prepared to a Preliminary Check stage to be reviewed by CLIENT. After the Preliminary Check, CONSULTANT will incorporate CLIENT's review comments and prepare final check plans.
6. Attend a field check meeting on site with the CLIENT if requested to review preliminary design.
7. Assist CLIENT in soliciting a geotechnical engineering investigation and report for project site. CLIENT is responsible for contracting with and payment of said geotechnical services.
8. Final plans will include:
 - a. Road construction plans
 - b. Pedestrian accommodation
 - c. Storm drainage plans
 - d. Bridge construction plans using the LRFD design methodology
 - e. Erosion protection, storm water pollution prevention and permanent seeding plans,
 - f. Surfacing plans, and
 - g. Traffic control plans based on full closure of 4th St.
9. Identify utility owners having facilities within the project limits. Provide one set of construction plans to each utility having facilities withing the project limits. Contact each utility company to discuss any needed relocations and verify conflicts can be resolved. Provide CLIENT a summary of utility conflicts and correspondence.
10. Show any proposed rights-of-way and/or temporary easements in the construction plans. Prepare strip maps and right-of-way descriptions for CLIENT to use in obtaining R-O-W and easements from land owners.
11. Prepare the permit applications and applicable exhibits for known permits required for construction. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits will be needed.
 - a. KS Dept. of Ag. Division of Water Resources Permit
 - b. US Army Corps of Engineers Permit

12. Request new bridge number be assigned to new structure. Prepare Load Rating Summary Sheet and Item 113 Justification form for new bridge file.
13. Prepare an opinion of probable construction costs at the Field Check, Final Check and Project Letting project development stages.

B. EASEMENT STAKING SERVICES

1. Stake right-of-way and easements for easement acquisition by CLIENT or utility relocations at CLIENT's request.

C. BID PHASE SERVICES

1. Prepare Project Manual utilizing EJCDC standard documents.
2. Advertise project documents for bids thru Drexel Technologies. Provide written responses to questions received from bidders. Issue addenda if necessary.
3. If requested by CLIENT, attend a bid opening. Tabulate bids and issue a recommendation for award.

D. CONSTRUCTION PHASE SERVICES

1. Provide Resident Project Representative services
2. Review contractor's submittals and provide written opinion of compliance with plans and specifications.
3. Perform Construction Engineering and RPR services as deemed necessary for the work being performed by contractor.
4. Compile logs for site visits and project monitoring.
5. Coordinate Construction observation activities with CLIENT.
6. Prepare project performance certifications as required.

E. BRIDGE INVENTORY INSPECTION SERVICES

1. Complete an inventory inspection of the new structure. Prepare the initial SI&A report and enter the inspection data into KDOT's bridge inspection web portal.
2. Provide a new bridge file to CLIENT containing plans, load rating summary sheet, Item 113 justification form, inventory inspection form, photos and updated SI&A

F. ADDITIONAL SERVICES.

1. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded from this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
2. Property acquisitions and negotiations with landowners are excluded from this AGREEMENT. CONSULTANT can provide these services hourly by supplemental agreement if requested by CLIENT. Ownership and Encumbrance Reports are also excluded from this AGREEMENT.

3. Changes in the general scope, extent or character of the project or its design, including but not limited to changes in size, complexity, schedule, character of construction, or methods of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the CONSULTANT's control.

END OF EXHIBIT 1

EXHIBIT 2
COST AND SCHEDULE

A. ENGINEERING FEE

- a. CONSULTANT will provide services in Exhibit 1, Item A & C for a lump sum fee of **\$95,500** according to the following structure:

i. Surveying	\$15,500
ii. Field Check	\$27,500
iii. Final Check	\$42,500
iv. Bid Letting	\$10,000

- b. CONSULTANT will provide services in Exhibit 1, Items B, if needed, only at the request of the client under the On-Call City Engineering contract.
- c. CLIENT will be invoiced in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on hours expended or the percentage of Lump Sum scope of services performed.
- d. Geotechnical Investigation and report are excluded from this agreement. CLIENT shall contract directly with geotechnical consultant.
- e. All permit application fees are excluded from this AGREEMENT. CLIENT will be responsible for payment of permit application fees either directly or as a reimbursable expense. Anticipated permit fees are:
- i. KS Dept of Ag, DWR : \$200
- f. Drexel Technologies fees for advertising project bidding documents shall be a reimbursable expense. Anticipated fees are approximately \$150.

B. RESIDENT PROJECT REPRESENTATIVE AND CONSTRUCTION ENGINEERING SERVICES

- a. Services described in Exhibit 1, Item D & E are not included in this contract and may be added through amendment to this contract at a future date.

C. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT will perform services in an effort to meet CLIENT's scheduling goals for bidding in summer 2024 and construction commencing in 2024. An anticipated schedule for delivery of professional services is:
- i. Survey complete within 12 weeks of notice to proceed by CLIENT.
 - ii. Field Check Plans completed within 20 weeks of notice to proceed by CLIENT
 - iii. Final Plans completed within 15 weeks of Field Check meeting or receipt of field check comments from CLIENT.
2. The completion of CONSULTANT's services is contingent upon review by CLIENT, governmental agency reviews, and geotechnical engineering which are beyond CONSULTANT's control and could delay the performance of services.

END OF EXHIBIT 2

EXHIBIT 3
SPECIAL PROVISIONS

NONE

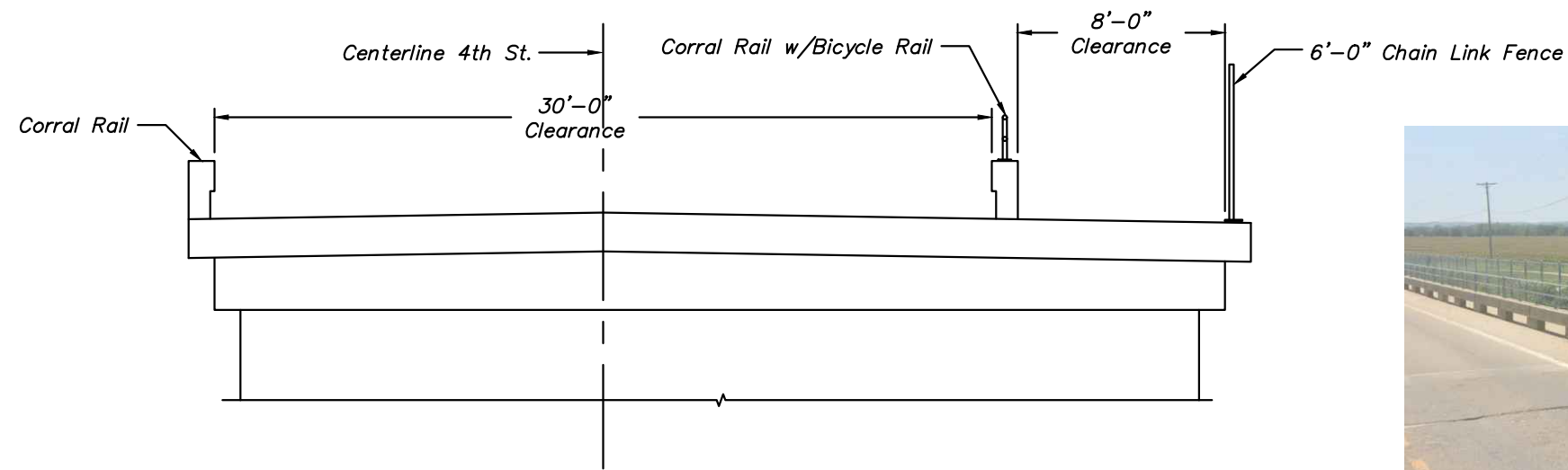
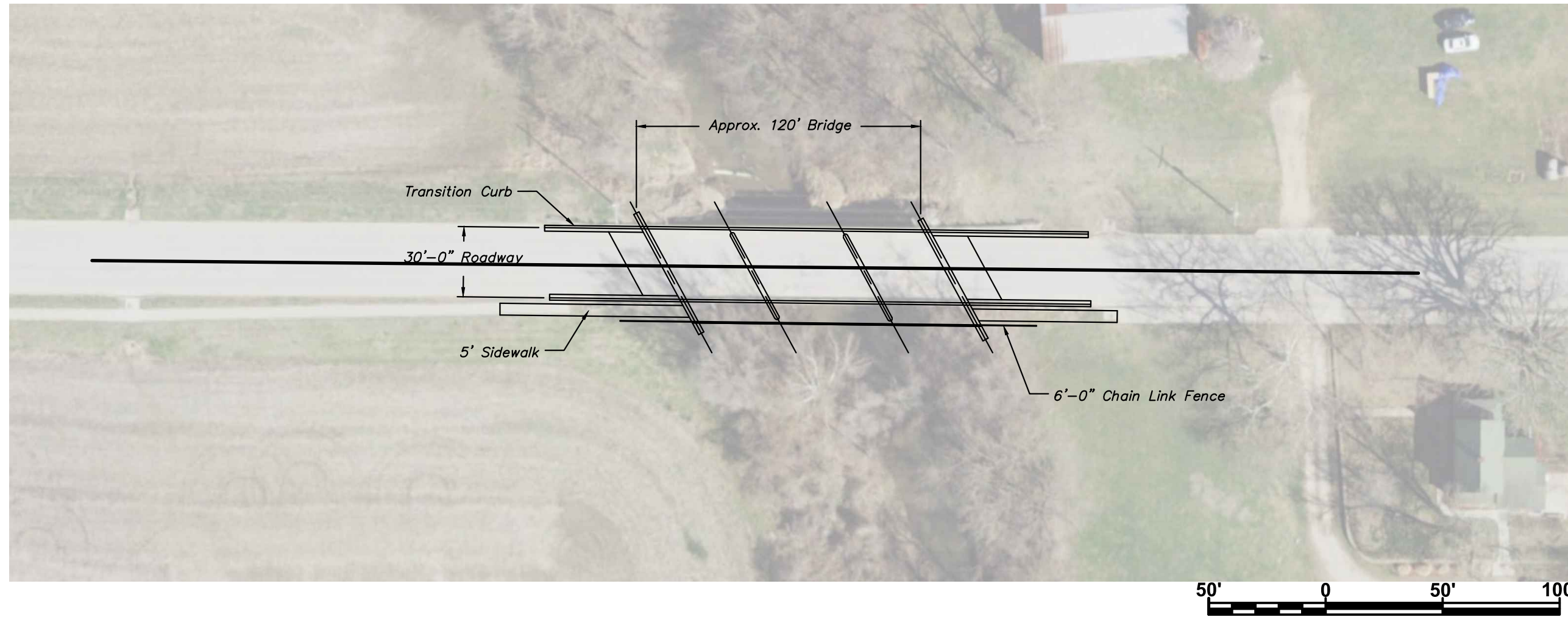


**120' 3-Span Concrete Slab Bridge with 30' Roadway and 10' Pedestrian Path
4th Street over Tonganoxie Creek
Tonganoxie, KS
Engineer's Opinion of Probable Construction Costs
August 2023**

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
	Mobilization	1	L.S.	\$125,000.00	\$125,000.00
	Clearing and Grubbing	1	L.S.	\$7,500.00	\$7,500.00
	Removal of Existing Structures	1	L.S.	\$25,000.00	\$25,000.00
	Earthwork	1	L.S.	\$25,000.00	\$25,000.00
	Field Office & Lab (Type C)	1	ea.	\$2,000.00	\$2,000.00
	Construction Staking	1	L.S.	\$8,000.00	\$8,000.00
	Object Markers (Type 3)	4	ea.	\$150.00	\$600.00
	Bridge (36'-48'-36' RCHS)(42' Roadway)	5,280	SF	\$175.00	\$924,000.00
	Concrete Pavement (10" Unif.)(Br. App.)	124	sq.yd.	\$320.00	\$39,680.00
	HMA Commercial Gr. (Class A)	150	ton	\$150.00	\$22,500.00
	Curb & Gutter	150	L.F.	\$40.00	\$6,000.00
	Concrete Transition Barrier	150	L.F.	\$250.00	\$37,500.00
	Sidewalk Construction	60	S.Y.	\$65.00	\$3,900.00
	Bicycle Rail	140	L.F.	\$250.00	\$35,000.00
	Pedestrian Fence	160	L.F.	\$175.00	\$28,000.00
	Slope Protection (Shot Rock)	350	cu.yd.	\$75.00	\$26,250.00
	Temporary Water Pollution Control	1	L.S.	\$5,000.00	\$5,000.00
	Seeding	1	L.S.	\$7,500.00	\$7,500.00
	Traffic Control	1	L.S.	\$8,000.00	\$8,000.00
	Construction Subtotal =				\$1,336,430.00
	Preliminary Engineering (8%) =				\$ 106,914.40
	Right-of-Way/Easements =				\$ 5,000.00
	Construction Engineering (12%) =				\$ 160,371.60
	Total Project Cost =				\$1,608,716.00

New 120' 3-Span Concrete Slab Bridge
Carrying 4th Street and South Sidewalk over Tonganoxie Creek
Tonganoxie, KS
Engineer's Opinion of Probable Construction Schedule
August, 2023

<u>Milestone</u>	<u>Date</u>
Notice to Proceed	Sep. 20, 2023
Survey Complete	Dec. 13, 2023
Preliminary Design Complete	Feb. 7, 2024
Field Check	Feb. 21, 2024
Final Plans & Specs Complete	Jun. 5, 2024
Authorization to go out for bids	Jun. 12, 2024
Bid opening	Jul. 11, 2024
Construction Contract Executed	Aug. 19, 2024
Begin Construction	Nov. 15, 2024
End Construction	May 15, 2025



PROPOSED BRIDGE SECTION



CORRAL RAIL W/ BICYCLE RAIL AND TRANSITION CURB

RESOLUTION NO. 09-23-04

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND TO FINANCE A PORTION OF COSTS OF THE 2023 WASTEWATER TREATMENT PLANT IMPROVEMENTS – PHASE 1 PROJECT.

WHEREAS, in 2009, the City of Tonganoxie, Kansas (the "City") acquired approximately 240 acres of real property for development of the Tonganoxie Business Park (the "Business Park");

WHEREAS, since 2009, the City has spent approximately \$15,000,000 to make the Business Park pad-ready for industrial development, including site work and grading, sanitary sewer and water line extensions, construction of an elevated water tower, and access road improvements;

WHEREAS, on January 22, 2018, the City entered into that certain Real Estate Contract of Sale with Unilock Chicago, Inc. ("Unilock"), pursuant to which Unilock purchased approximately 34 acres of real property in the Business Park and agreed to invest approximately \$30,000,000 for the construction and development of a concrete paver storage facility, office, warehouse, and approximately 40,000-square-foot manufacturing facility;

WHEREAS, on June 21, 2021, the City entered into that certain Development Agreement with Hill's Pet Nutrition, Inc. ("Hill's"), pursuant to which Hill's purchased approximately 84 acres of real property in the Business Park and agreed to invest at least \$250,000,000 for the construction and development of an approximately 300,000-square-foot state-of-the-art, highly automated manufacturing and distributing facility for wet pet food and office space;

WHEREAS, on June 19, 2023, the City entered into that certain Development Agreement with DSM Nutritional Products, LLC ("DSM"), pursuant to which DSM purchased approximately 12.7 acres of real property in the Business Park and agreed to invest at least \$47,000,000 for the construction and development of an approximately 65,000-square-foot manufacturing and distribution facility for nutritional additives for pet food and animal feed;

WHEREAS, in May 2021, the City engaged BG Consultants, Inc. ("BG") to study the City's wastewater treatment plant, analyze the impact of the Unilock and Hill's developments (in addition to other potential developments within the Business Park), and provide recommendations for improvements;

WHEREAS, BG concluded that completion of the Hill's development, anticipated to occur in 2023, will absorb the capacity of the City's wastewater treatment plant, and recommended a two-phased approach to double the plant's capacity;

WHEREAS, the 2023 Wastewater Treatment Plant Improvements (the "Project") constitutes the first phase of the recommended expansion at a projected cost of approximately \$5,000,000;

WHEREAS, the Project is necessary to accommodate economic development within the City and would promote the public good, health, and welfare;

WHEREAS, the City desires to finance a portion of the Project costs with a loan from the Kansas Water Pollution Control Revolving Fund, established pursuant to K.S.A. 65-3321 through 65-3329 to provide loans for certain water quality projects, and administered by the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Governing Body has determined that it is advisable to authorize the submission of an application to KDHE for a loan from the Kansas Water Pollution Control Revolving Fund, in order to provide financing for the Project.

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

Section 1. Loan Application. The Governing Body hereby authorizes the Mayor, City Manager, Assistant City Manager, City Clerk, City Attorney, and/or other officials and representatives of the City, including BG (collectively, the "City Officials"), to cause to be prepared and executed a Loan Application, with all attachments thereto (collectively, the "Application"), in substantially the form presented to the Governing Body on this date. The Application shall be forwarded to KDHE as soon as possible.

Section 2. Further Action. The City Officials are hereby further authorized and directed to:

(a) conduct a public meeting to discuss the Project (including a facilities plan that contains the components listed in 40 C.F.R. 35.2030(b)) and alternatives, with (i) prior notice thereof published in *The Tonganoxie Mirror* **not less than 15 days before the public meeting** as required by K.A.R. 28-16-136(a), (ii) minutes taken, and (iii) a list of attendees recorded;

(b) take such actions and execute any other documents, certificates and instruments as may be necessary to complete the Application and coordinate processing of a loan agreement for the loan (the "Loan Agreement"), provided that authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body; and

(c) set a public hearing at which the Governing Body will consider such further resolution in connection with the Project (including the facilities plan) and Loan Agreement, with (i) prior notice thereof published in *The Tonganoxie Mirror* **not less than 30 days before the public hearing** as required by K.A.R. 28-16-136(b), (ii) minutes taken, and (iii) a list of attendees recorded.

Section 4. Effectiveness. This Resolution shall be in full force and effect from and after adoption by the Governing Body.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON SEPTEMBER 18, 2023.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk



Kansas Water Pollution Control Revolving Fund

Loan Application

Applicant Information

Municipality Name: City of Tonganoxie, Kansas

Address: 526 E. 4th Street Tonganoxie KS 66086
Street City State Zip

Contact Person George Brajkovic City Manager
Name Title

Contact Info 913.845.2620 gbrajkovic@tonganoxie.org
Phone No. Email

Tax ID No. 48-6035159 Congressional District of Municipality 2nd

Unique Entity ID. JV1JP91WTNZ5 Engineering Consultant Firm BG Consultants, Inc.

Engineering Contact Name Thaniel Monaco

Engineering Contact Phone No. 785.475.7111

Engineering Contact Email thaniel.monaco@bgcons.com

Project Title: 2023 Phase 1 & 1A WWTP Improvements

Project Description:

Wastewater Treatment Plant (WWTP) Improvements to increase the total WWTP treatment capacity to 1.5 MGD Average Daily Flow (ADF) & 4.5 MGD Peak Daily Flow (PDF).

Specific improvements as follows:

- * Install 3 new Influent Pumps for increased pumping capacities, total of 4 pumps.
- * Install 1 new Influent Screen for increased hydraulic capacity, total of 2 screens.
- * Install 1 new washer / compactor for new Influent Screen.
- * Construct a second aerobic treatment basin with a hydraulic capacity of 0.75 MGD ADF & 2.25 MGD PDF.
- * Install new diffused aeration system within the existing aerobic digester for increased treatment efficiency.
- * Install two new blowers for new digester aeration system
- * Install second Return Activated Sludge (RAS) pump for redundancy.
- * Install Launder Covers in the two existing final clarifier's for more efficient operations.
- * Upgrade existing UV Disinfection System with improved effluent weir system.
- * Upgrade existing SCADA system to accommodate new infrastructure.
- * Associated Site, Piping, and Electrical improvements to accommodate new infrastructure.
- * Headworks Building Improvements - HVAC & Soffit.
- * Replace Aged-Failing Equipment within the WWTP.

Project Details

Estimated Project Costs

Construction Cost	\$ 4,525,000	Contingencies	\$ 452,500
Engineering Planning & Design	\$ 483,550	Administrative & Legal Costs	\$ 5,000
Construction Engineering & Inspection	\$ 483,550	Other	\$ 17,500
		Total Project Cost	\$ 5,967,100

List all anticipated funding sources which are intended to be utilized to complete this project:

KDHE SRF Loan	\$ 5,000,000
Cash on Hand	\$ 967,100
Community Development Block Grant (CDBG)	\$ 0
USDA Rural Development Grant**	\$ 0
Other	\$ 0
Total	\$ 5,967,100

Check if SRF loan will be interim financing (paid off when project is complete)

** Do not include USDA Rural Development loan amounts if the SRF loan will be interim financing for the Rural Development loan

Anticipated Project Schedule:

	Date (month/year)
Notice of Public Meeting Issued	09 / 2023
Public Meeting Held	10 / 2023
Notice of Public Hearing Issued	09 / 2023
Public Hearing Held	10 / 2023
Environmental Review Letters Sent	09 / 2023
Final Plans and Specifications submitted to KDHE	11 / 2023
Duration of Construction (in months)	10

Number of Customers (connections) for the previous 3 years:

Year	Residential	Commercial	Other	Total
2020	2,084.00	104	30	2,218
2021	2,170	103	32	2,305
2022	2,233	109	28	2,370

If sewer charges are based (even in part) on volume of drinking water, complete the table for the Previous 3 Years

Year	Total Gallons Billed for Calculating Sewer Rate
2020	101,752,000
2021	102,107,000
2022	107,146,000

Valuations for Previous 3 Years (for Cities Only)

Year	Assessed Valuation of Taxable Tangible Property (within City Limits)	Tangible Valuation of Motor Vehicles (within City Limits)	Total for Year
2020	\$ 49,043,497	\$ 7,319,227	\$ 56,362,724
2021	\$ 53,671,806	\$ 7,886,734	\$ 61,558,540
2022	\$ 61,823,192	\$ 7,756,718	\$ 69,579,910

Attachments

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
Preliminary Engineering Report/Facilities Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost and Effectiveness Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>
List of Outstanding Debt Paid by Sewer Utility and Repayment Schedules	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assurance of Public Participation Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Resolution Authorizing Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Outgoing Environmental Review Letters	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Environmental Review Responses	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachments Continued

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
EPA Form 6600-06(Certification Regarding Lobbying)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Sewer Use Ordinance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of User Charge System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Capital Improvement Financing Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NPDES Permit Application (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>

Engineering Consultant Contract Procurement Process

When the applicant entered into an agreement with the engineering firm responsible for any engineering services related to the project, was the agreement procured using the all of the following:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and.
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered

Yes No

Financial Capability Certification

The application signature below will also certify that the municipality has the financial capability to repay a Kansas Water Pollution Control Reviving Fund loan and also has the capacity to cover the costs of operation and maintenance of the entire system of which the proposed project is an integral part.

Signature

I certify that I am authorized to sign this application on behalf of the governing body. To the best of my knowledge and belief, the data in this application is true and accurate.

Signature: _____ Date: _____

Title: _____

Submit this application and all required attachments to:

KDHE/BOW
 Attn: Kansas SRF Program
 1000 SW Jackson St., Suite 420
 Topeka, KS 66612-1367

City of Tonganoxie
Wastewater Treatment Plant Capacity Improvements
Phase I - Engineer's Opinion of Cost
23-1106M
September 18, 2023

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization, Insurance, General Conditions		Lump Sum	\$215,000.00	\$215,000.00
2	SCADA Improvements		Lump Sum	\$350,000.00	\$350,000.00
3	New IPS 6" Pumps, CIP	3	Each	\$40,000.00	\$120,000.00
4	IPS Bypass		Lump Sum	\$50,000.00	\$50,000.00
5	New Carousel Basin Concrete	1,000	CY	\$1,100.00	\$1,100,000.00
6	New Carousel Equipment		Lump Sum	\$500,000.00	\$500,000.00
7	New Carousel Auxiliary Material & Install		Lump Sum	\$350,000.00	\$350,000.00
8	Existing Digester Aeration System, CIP		Lump Sum	\$400,000.00	\$400,000.00
9	New Digester Blowers (Phase I)	2	Each	\$50,000.00	\$100,000.00
10	New Digester Blower Concrete Pad, CIP		Lump Sum	\$50,000.00	\$50,000.00
11	New 3mm Step Screen, CIP		Lump Sum	\$325,000.00	\$325,000.00
12	New Washer / Compactor, CIP		Lump Sum	\$75,000.00	\$75,000.00
13	New RAS Pump, CIP		Lump Sum	\$50,000.00	\$50,000.00
14	New Clarifier Launder Cover for Existing Clarifiers, CIP	2	Each	\$100,000.00	\$200,000.00
15	Site Piping		Lump Sum	\$75,000.00	\$75,000.00
16	UV System Gate & Metering Upgrade		Lump Sum	\$50,000.00	\$50,000.00
17	Site Improvements			\$70,000.00	\$70,000.00
18	Electrical Upgrades			\$150,000.00	\$150,000.00
19	Headworks Building Improvements		Lump Sum	\$150,000.00	\$150,000.00
20	WWTP Equipment Replacement		Lump Sum	\$145,000.00	\$145,000.00
Subtotal Opinion of Construction Cost					<u>\$4,525,000.00</u>
Contingency (10%)					\$452,500.00
Construction Total					<u>\$4,977,500.00</u>
Design & CE Services					\$967,100.00
Administration & Legal					\$5,000.00
Geotechnical					\$17,500.00
Total Opinion of Probable Cost					<u>\$5,967,100.00</u>

CIP = Complete in Place



Office of the City Manager
AGENDA STATEMENT

DATE: September 18, 2023
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Approval to Purchase Salt for Snow and Ice Control

DISCUSSION:

With the approach of cold weather conditions, the City needs to replenish its rock salt supply. In a similar fashion to previous years, Public Works staff utilized the bids from Leavenworth County's 2023 salt bid to select a vendor for the purchase of salt. The low bidder in 2023 was Central Salt LLC at a price of \$58.74 per ton. Last year the low bidder was Independent Salt Company at a price of \$57.61 per ton.

Staff is requesting approval from the City Council to purchase approximately 100 tons of rock salt, which is less than the order placed in 2022. Based on variables like shipping load capacity it is anticipated that the final amount of the order supplied and billed to the City might total 5-10 tons more than the amount ordered, so the maximum proposed purchase request amount of \$6,461.40 is enough to buy 110 tons of the commodity.

BUDGET IMPACT:

The maximum expenditure authorization requested is able to be completed within the budget in the General Fund in 2023. It is critical that the City purchase supplies within the next several months in order to be prepared for the winter season service requirements.

ACTION NEEDED:

Make a motion to authorize the purchase of salt supplies in 2023 from Central Salt, LLC for a total maximum cost of \$6,461.40.

ATTACHMENTS:

2023 Leavenworth County Salt Bid Tabulation

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



COUNTY OF LEAVENWORTH
Department of Public Works



Leavenworth County Department of Public Works
 23690 187th Street
 Leavenworth, KS 66048

August 23, 2023

Central Salt LLC
 Attn: Brandi Procopio
 1420 State Road 14
 Lyons, KS 67554

RE: Salt Bids for Leavenworth County

We are pleased to announce that Central Salt LLC has been awarded the bid for Leavenworth County.

On 08.08.2023 bids were opened for 3,000 tons of medium rock salt (with the option to purchase more if necessary) for Leavenworth County. In addition, the City of Tonganoxie, City of Basehor and City of Leavenworth and the City of Lansing are added as bulk bids. Each municipality would make arrangements and purchase their requested amount of rock salt directly from Central Salt. The following is a bid tabulation of the bids received:

2023 Salt Bid Tabulation

Vendor	Bid Price per ton	Bid Alternate per ton
Compass Minerals	No Bid	No Bid
Hutchinson Salt	\$64.30	\$64.30
Independent Salt Co	\$62.10	\$62.10
Cargill	No Bid	No Bid
Central Salt LLC	\$58.74	\$58.74

We are pleased that Central Salt was awarded the bid, and look forward to working with you this upcoming winter. If you have any questions or concerns, please feel free to contact either myself or Vincent Grier, Rd & Br Superintendent at 913-727-1800.

Sincerely,

Bill Noll
 Infrastructure and Construction Services Director

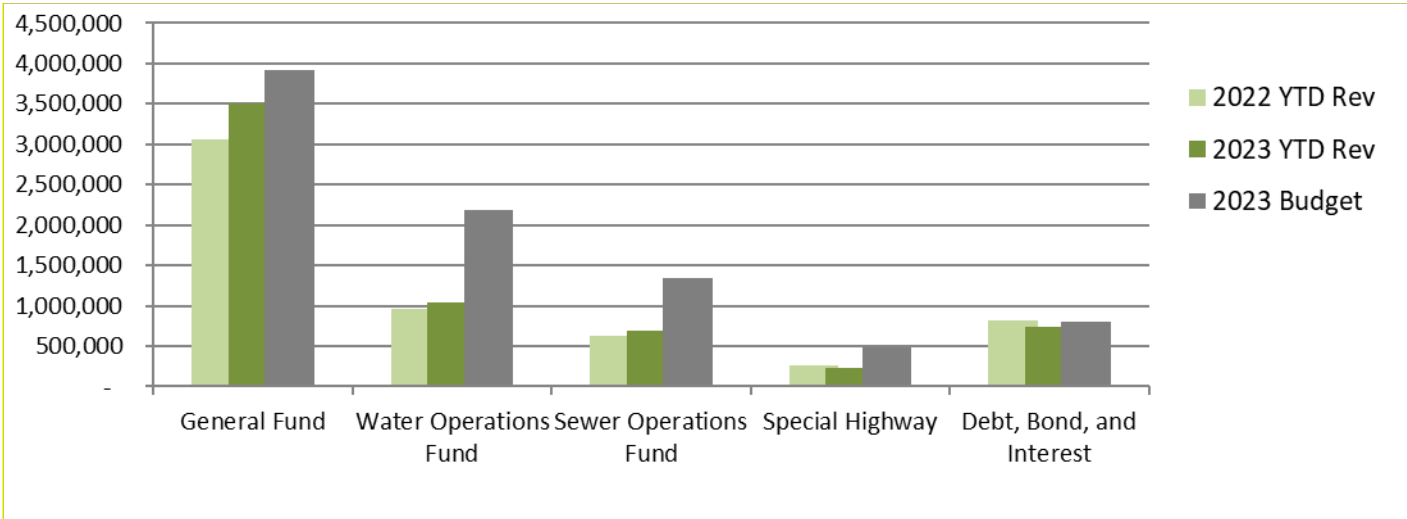
CITY OF TONGANOXIE FINANCIAL REPORT

AUGUST 2023

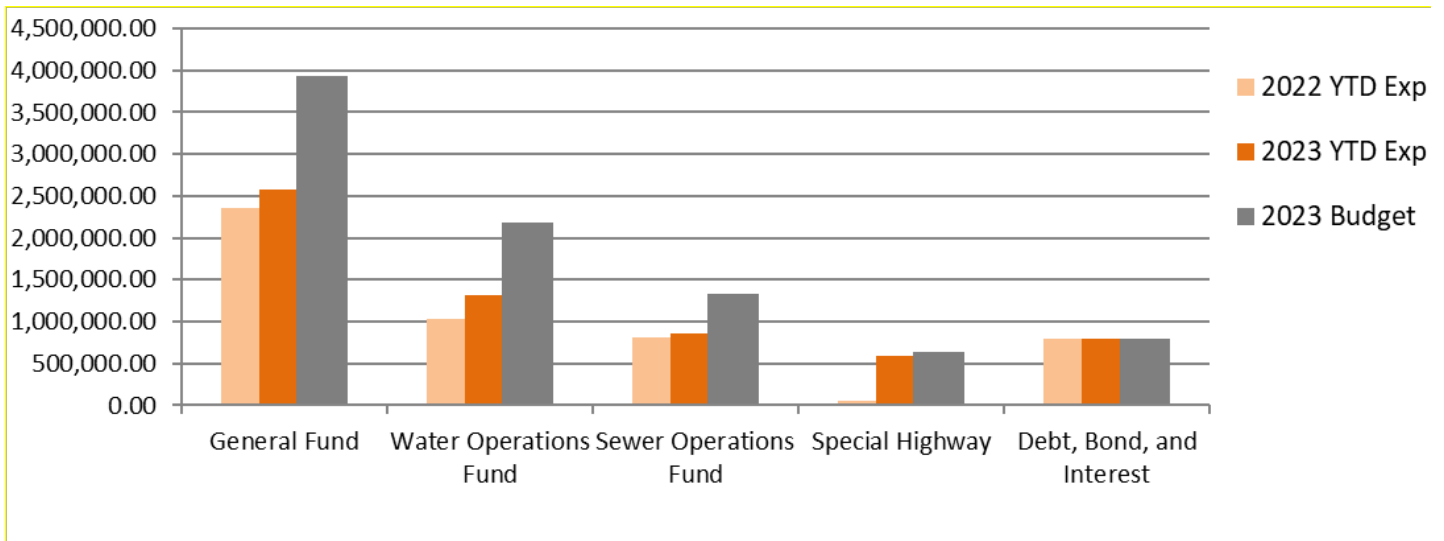
EXECUTIVE SUMMARY

- 66.6% of FY 2023 completed as of August 31, 2023.
- Collected 70.4% of revenue estimates and spent 70.2% of expenditure budget authority across all funds.
- The City completed debt service payments in February 2023 for interest payments for GO Bond debt and completed principal & interest payments for lease purchase agreements debt service on March 1, 2023. The City completed the 2013B GO Bond debt service payment in July 2023 and completed all remaining debt service payments for FY 2023 in August 2023.
- The City has received four partial reimbursements (~45% of construction costs) from the EDA Grant in June for previously incurred costs utilizing the Series 202AA Temp Note proceeds in the City's Debt Proceeds Fund. Total grant receipts to date are \$1,076,056.72. The fifth reimbursement request was submitted to the EDA in September 2023 prior to the end of the federal fiscal year.
- American Rescue Plan Act (ARPA) - The City currently maintains \$710,333.42 in funding after expenditures of \$55,525.00 in 2023. Required reporting for "non-entitlement unit" local governments like the City of Tonganoxie was completed in April 2023 with the next report due in April 2024. The City commenced spending available ARPA funds on a majority of the cost of the design engineering contract costs for the WWTP Improvements Project in June 2023.
- Five funds have completed mid-year budget amendments in 2023 as listed below:
 - o **June 19, 2023** –
 - \$20,233 expenditure budget amendment to the Fire Equipment Fund to account for unplanned vehicle repair expenditures
 - o **July 3, 2023** –
 - \$44,568 expenditure budget and \$10,000 revenue budget amendment to the Fire Equipment Fund to account for purchase authorization of a new Fire Brush Truck and pending sale of an existing Brush Truck
 - \$50,000 expenditure budget amendment to the Capital Projects Fund to account for unplanned salt storage facility repair expenditures
 - \$151,000 expenditure budget amendment to the Special Highway Fund to account for acceptance of an add-alternate scope of work as part of the City's overall 2023 street maintenance program expenditures
 - \$120,000 expenditure budget amendment to the Sewer Capital Fund to account for a share of the cost of previously unplanned replacement of partially malfunctioning water meter equipment
 - \$80,000 expenditure budget amendment to the Water Capital Fund to account for a share of the cost of previously unplanned replacement of partially malfunctioning water meter equipment
 - o **August 21, 2023** –
 - \$3,500 expenditure budget amendment to the Fire Equipment Fund to account for unexpected higher cost of BSA FD Extrication equipment.

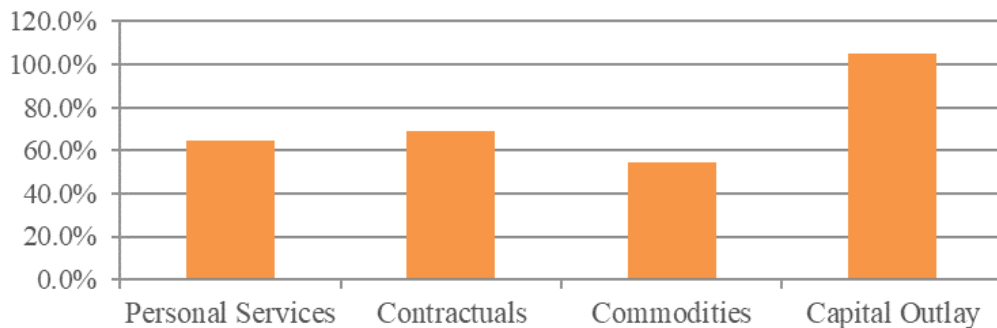
Major Fund Revenues



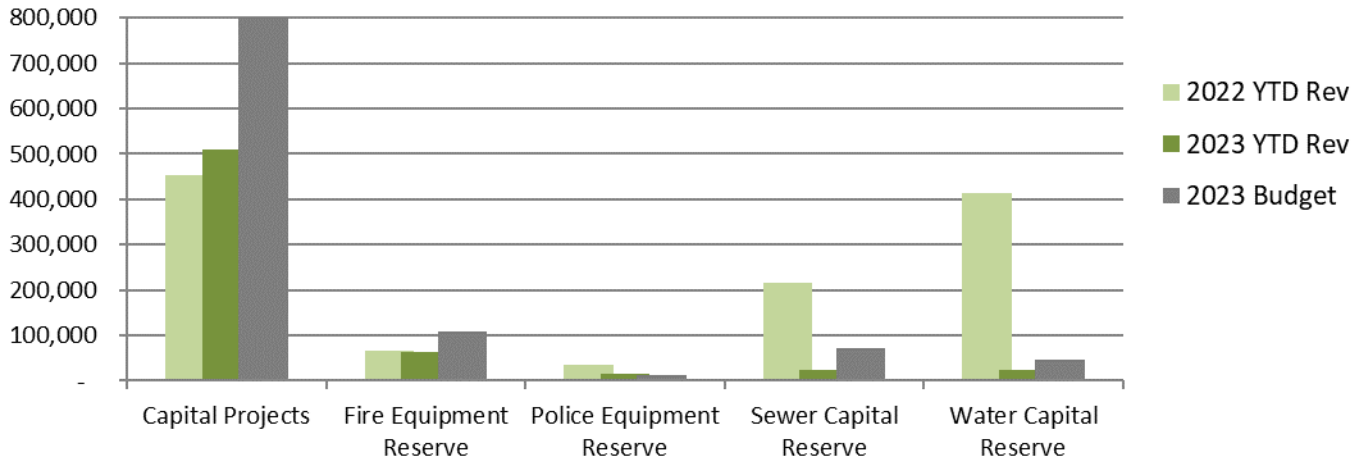
Major Fund Expenditures



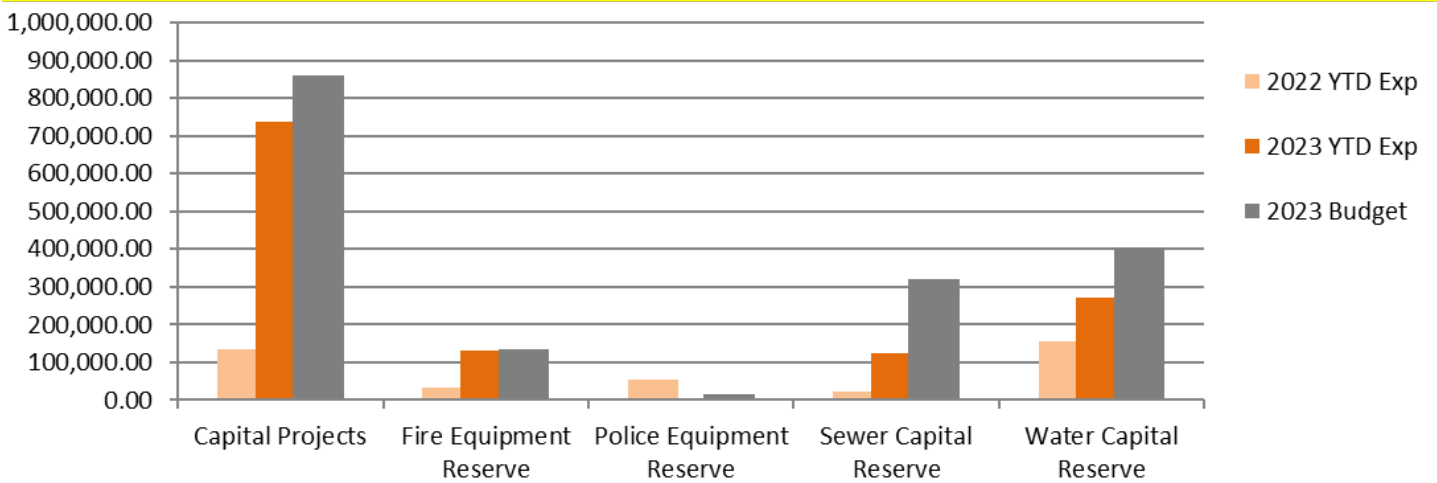
% of Budget Expended by Category in the General Fund



Utility & Non-Utility Capital Funds Revenues



Utility & Non-Utility Capital Funds Expenditures



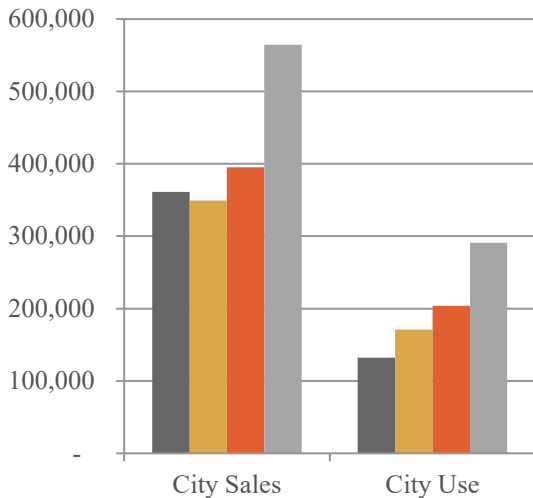
MAJOR REVENUES DETAIL VIEW

SALES & USE TAX –

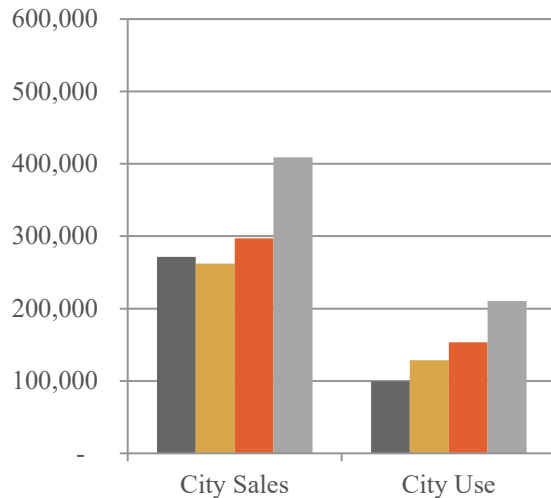
Current City of Tonganoxie Sales Tax Rate (9.25%) is broken down into the following elements:
 6.5% - State, 1% LV County, 1% City General Fund, 0.75% City Infrastructure General Purpose

☒ The receipt of the eighth monthly remittance of sales and use tax proceeds from the State of Kansas in August 2023 was delayed until September 1, 2023 by the State of Kansas. Earlier remittances from the State of Kansas arrived in municipality accounts a couple days late and were recorded in the month following the usual recording date, which is only a critical issue at the end of the City’s fiscal year. Five remaining monthly remittances are expected to be received later this year. Collection trends remain positive in 2023 for both sales & use tax, with both exceeding prior year actuals and the current year budget.

General Fund (1%)



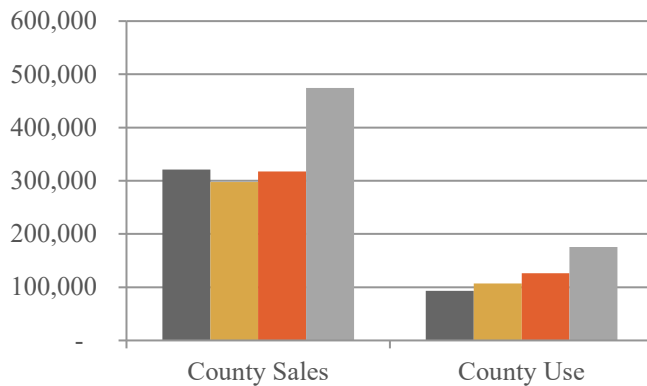
Infrastructure Sales Tax Fund (0.75%)



■ 2021 YTD Rev ■ 2022 YTD Rev
 ■ 2023 YTD Rev ■ 2023 Budget

■ 2021 YTD Rev ■ 2022 YTD Rev
 ■ 2023 YTD Rev ■ 2023 Budget

Capital Projects Fund (City share of LV County Sales Tax)



■ 2021 YTD Rev ■ 2022 YTD Rev
 ■ 2023 YTD Rev ■ 2023 Budget

MAJOR CONSTRUCTURE PROJECT DETAIL VIEW

Business Park Water Tower Construction Contract – Vendor: Caldwell Tanks, Inc.

Caldwell Tanks - Water Tower Project Financial Tracker						
Last Updated: 09/14/2023						
Pay App	Amount Completed and Materials (to date)	Retainage Withheld (5%)	Eligible for Pmt (to date)	Amount due (this payment)	Cumulative Payments Due	Remaining Balance to Finish (incl Retainage)
1	321,040.00	16,052.00	304,988.00	304,988.00	304,988.00	2,977,960.00
2	883,390.00	44,169.50	839,220.50	534,232.50	839,220.50	2,415,610.00
3	1,123,475.00	56,173.75	1,067,301.25	228,080.75	1,067,301.25	2,175,525.00
4	1,288,580.00	64,429.00	1,224,151.00	156,849.75	1,224,151.00	2,010,420.00
5	1,355,780.00	67,789.00	1,287,991.00	63,840.00	1,287,991.00	1,943,220.00
6	1,506,180.00	75,309.00	1,430,871.00	142,880.00	1,430,871.00	1,792,820.00
7	2,271,804.00	113,590.20	2,158,213.80	727,342.80	2,158,213.80	1,027,196.00
8	2,476,554.00	123,827.70	2,352,726.30	194,512.50	2,352,726.30	822,446.00
9	2,599,104.00	129,955.20	2,469,148.80	116,422.50	2,469,148.80	699,896.00
10	2,807,104.00	140,355.20	2,666,748.80	197,600.00	2,666,748.80	491,896.00
11	2,888,654.00	144,432.70	2,744,221.30	77,472.50	2,744,221.30	410,346.00

Contract Price	3,299,000	Change Order	Amount
Change Order Amount	-	N/A	N/A
Total Contract Price	3,299,000		
% Contact Completed	88%	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>% Contact Completed</p> </div> <div style="text-align: center;"> <p>% Contact Paid</p> </div> </div>	
% Contact Paid Per latest Pay App Paid	77%		
Liquidated Damages Applied	116,000		

Pay App	Paid Amount	Notes
1	304,988.00	Received and paid from Debt Proceeds Fund. Part of combined grant reimbursement #1 - repayment with grant funds completed.
2	534,232.50	Received and paid from Debt Proceeds Fund. Part of combined grant reimbursement #1 - repayment with grant funds completed.
3	228,080.75	Received and paid from Debt Proceeds Fund. Part of combined grant reimbursement #1 - repayment with grant funds completed.
4	156,849.75	Received and paid from Debt Proceeds Fund. Part of grant reimbursement #2 - repayment with grant funds completed.
5	63,840.00	Received and paid from Debt Proceeds Fund. Part of grant reimbursement #3 - repayment with grant funds completed.
6	142,880.00	Received and paid from Debt Proceeds Fund. Was submitted as grant reimbursement #4.
7	727,342.80	Received and paid from Debt Proceeds Fund. Was submitted as grant reimbursement #4.
8	194,512.50	Received and paid from Debt Proceeds Fund. Was submitted as grant reimbursement #4.
9	30,422.50	Received and paid only \$30,422.50 from the Debt Proceeds Fund with application of \$86,000 of liquidated damages. Part of grant reimb. #5.
10	167,600.00	Received request for \$197,600 on 8/1/2023, paid only \$167,600 from Debt Proceeds Fund with application of \$30,000 of liquidated damages. Part of grant reimb. #5.
11	-	Received request for \$77,472.50 on 8/29/2023. Not yet paid. Will be included in future grant reimbursement from EDA grant.
2,550,748.80		



2023 BUDGET INITIATIVES

CITY INFRASTRUCTURE & SHARE OF LEAVENWORTH COUNTY SALES TAX PROCEEDS

- ☒ \$480,000 total from the Infrastructure Sales Tax (\$175,000) and special highway funding to support a 6th consecutive year of enhanced street maintenance activities & Northstar Subdivision sidewalk connections
- ☒ \$262,500 from the Infrastructure Sales Tax to support the 5th year of 20-year Library debt payments
- ☒ \$621,000 from the City's share of the County Sales Tax and the Infrastructure Sales Tax for replacement of Church Street Bridge – Survey & partial design completed in 2021, engineering completed in 2022, and construction commenced in winter 2022 with completion projected in 2023.
- ☒ \$20,000 from the City's share of the County Sales Tax for share of 30" milling equipment
- ☒ \$20,000 from the City's share of the County Sales Tax for replacement of 2 Police Department servers
- ☒ \$15,000 from the City's share of the County Sales Tax for replacement of Water Park Chlorine Pulsar Feeds & Umbrellas

GENERAL FUND

- ☒ 5% annual merit pool funding available to high performing City employees
- ☒ 3% cost of living adjustment for all full-time City employees
- ☒ \$61,309 for 3 Police Department Part-Time Sworn Positions
- ☒ \$15,000 for Police Department operational budget costs & community engagement
- ☒ \$47,000 for Fire Department/Code Enforcement Vehicle Purchase
- ☒ \$4,500 for Fire Department operational budget costs
- ☒ \$4,000 for Water Park patron chair equipment replacements
- ☒ \$19,840 for funding assistance for LCDC
- ☒ \$26,914 for funding assistance for the following community organizations:
 - Tonganoxie Business Association (\$5,000)
 - Tonganoxie Arts Council (\$5,000)
 - Tonganoxie Farmers Market (\$3,000)
 - Tonganoxie Historical Society (\$5,000)
 - Tonganoxie VFW Bridge Project (\$8,914)
- ☒ \$10,000 for funding assistance for community events
- ☐ Additional \$87,800 of funding available for allocation by the City Council for crosswalks improvements, pedestrian safety measures, or any previously unbudgeted needs arising during FY 2023.

UTILITY FUNDS

- ☒ Business Park Water Tower Project Construction – Design completed in 2021/2022. EDA grant funding assistance of \$1,508,850 was confirmed with award announcement. Contract was awarded in March 2022, construction commenced in 2022 and completion is projected in 2023.
- ☒ Wastewater Treatment Plant Improvements – Design & construction engineering contract (\$967,100) approved in 2022. BASE Grant 2.0 funding request for \$3.5M submitted in January 2023. Bidding & construction planned for 2023.
- ☒ \$65,000 for share of replacement of skid steer & purchase of 30" milling equipment
- ☐ \$45,000 in Storm Water Fund for engineering assessment projects
- ☒ Water & Sewer Capital Funds providing funding for Water Meter Replacements Project approved in 2022

PUBLIC SAFETY EQUIPMENT FUNDS

- ☐ \$5,000 for firing range improvements
- ☒ \$4,000 for Police Department computer workstation updates
- ☒ \$23,000 for equipment costs associated with Fire Department extrication & hydrant testing equipment

2024 BUDGET DEVELOPMENT TIMELINE

- March 2023 – Spring Retreat
- May 2023 – Capital Maintenance & Improvements Plan (CMIP) City Council work session
- June 2023 – Base Budget preparation & department budget presentations
- July 2023 – Budget work sessions & notice to County Clerk of proposed mill levy & RNR
- August 21, 2023 – Budget work session
- August 23, 2023 – Publication of notice of public hearings
- September 5, 2023 – RNR & Budget Public Hearings and Potential Budget Adoption
- September 2023 – Delivery of Adopted FY 2024 Budget Forms to the Leavenworth County Clerk
- Winter 2023 – Creation of Adopted FY 2024 Budget Book – printed & published on City website
<https://www.tonganoxie.org/finance/pages/annual-city-budgets>

ADDENDUM - 2023 WATER PARK SEASON FINANCIAL & ACTIVITIES REPORT

2023 Revenue –

Revenues trended lower in 2023 compared to 2022, which was the highest annual recorded revenue in recent years for the water park. 1 significant rental receipt is still outstanding and should be recorded in September.

Revenue Category	2021 YTD Revenue	2022 YTD Revenue	2023 YTD Revenue	% change from 2022	% of 2023 Budget Expected Revenue
Admissions	78,780	97,425	93,973	-3.5%	104.4%
Concessions	28,508	30,101	29,458	-2.1%	98.2%
Rental Receipts	11,905	17,202	15,390	-10.5%	118.4%
Swimming Lessons	15,777	21,160	18,390	-13.1%	96.8%
TOTAL REVENUE	134,970	165,888	157,211	-5.2%	103.4%

2023 Expenditures –

2023 Expenditures for the Water Park operations, maintenance, and minor capital purchases trended 2.8% higher than in 2022 and overall spending totalled 2.9% above budget projections. Significant changes from 2022 to 2023 included the purchase of additional lounge chairs which is reflected in the capital outlay row. The biggest driver in the commodities category is that the City spent \$5,116 more in 2023 than in 2022 on chemicals required to operate the facility. This was an increase of 53% from 2022 but actually a decrease compared to 2021 when the City was required to purchase more chemicals than in a normal year and chemical pricing increased dramatically with the impacts of COVID-19 in 2020 and 2021.

Expenditure Category	2021 YTD Expenditures	2022 YTD Expenditures	2023 YTD Expenditures	% change from 2022	% of 2023 Budget Expected Expenditures
Personal Services	83,162	109,731	106,628	-2.8%	99.7%
Contractual Services	31,176	28,885	28,064	-2.8%	87.6%
Commodities	42,890	32,487	38,982	20.0%	136.3%
Capital Items	482	2,280	4,502	97.5%	81.9%
TOTAL EXPENDITURES	157,710	173,383	178,176	2.8%	102.9%

Tonganoxie Water Park
End of Season Report
2023

Attendance Rates Per Month

	May	June	July	August	September	Totals
2009-	2447	10,503	7065	3878	102	23,995
2010-	1163	11,467	8664	5038	242	26,574
2011-	701	10,694	9961	3388	182	24,926
2012-	1804	10,472	9029	2626	304	24,235
2013-	619	8673	7597	2636	401	19,926
2014-	1796	7079	6588	3013	96	18,572
2015-	Lost data due to server issues.					
2016-	Lost data due to server issues.					
2017-	1,090	8,751	7,849	2,196	454	20,340
2018-	2,310	8,189	7,124	3,013	348	20,984
2019-	1,182	7,950	8,318	2,106	272	19,828
2021-	0	9,238	8,303	2,639	366	20,546
2022-	891	9,320	7,637	4,204	323	22,375
2023-	1,178	9,889	7,144	2,323	858	21,392

Memberships Sold

Tickets

Day Passes

2009-	240	3411.50	39,266.00
2010-	268	4420.75	42,733.00
2011-	263	3268.05	39,996.00
2012-	286	4971.00	35,823.00
2013-	239	3775.00	30,961.00
2014-	216	2354.00	34,134.00
2015-			
2016-			
2017-	275	2,692.00	32,745.00
2018-	275	3,152.00	33,289.00
2019-	240	2,718.25	32,607.00
2021-	301	3,254.00	37,408.12
2022-	316	4,680.00	47,311.00
2023-	345	4,275.00	41,654.00

Recent User Fee Adjustments

2023 –

The only change in advance of the 2023 season was the re-definition of the family season pass as a group season pass.

2022 –

Changes were approved prior to the 2022 season as described below.

2022 Water Park User Fee Changes

Admissions

Daily Admission	Resident	Non-resident	Resident	Non-resident	Projected Annual Financial Impact
Infant 0-2	0	0	0	0	\$9,831
Child 2-12	3	4	4	5	
Adult 13-59	4	5	5	6	
Senior 60+	3	4	4	5	
Nonswimmer	2	2	2	2	

Season Passes	Resident	Non-resident	Resident	Non-resident	Projected Annual Financial Impact
Child 2-12	55	70	60	80	\$2,381
Adult 13-59	80	95	80	100	
Senior 60+	55	70	60	80	
Family (max 5)	140	160	150	175	
Additional Member	25	35	25	35	

Punch Passes			Projected Annual Financial Impact
10 swim entry pass		10 swim entry pass	\$735
Child or Senior	26.25	36	
Adult	35	45	

20 swim entry pass		
Child or Senior	51	Eliminate
Adult	68	Eliminate

Programming

Rental			Projected Annual Financial Impact
1.5 Hour Rental			\$1,460
<75 patrons	185	200	
>75 patrons	215	250	
2 Hour Rental			
<75 patrons	215	250	
>75 patrons	265	300	

Swim Lessons			Projected Annual Financial Impact
Public Lessons			\$1,938
Group, 8 3/4 hr classes over 2 weeks	37.5	40	
Private Lessons			
Individual, 8 x 1/2 hr sessions	60	80	

Total Revenue Changes – \$16,345
% of Water Park Revenue – 12%



City of Tonganoxie, KS

Expenditure Budget Report for City Council Fund Summary

For Fiscal: 2023 Period Ending: 08/31/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
61 - Personal Services	2,706,932.00	2,706,932.00	311,723.09	1,745,965.96	0.00	960,966.04	35.50%
62 - Contractual Services	931,764.00	931,764.00	97,934.61	643,416.32	0.00	288,347.68	30.95%
63 - Commodities	217,900.00	217,900.00	16,395.63	118,711.40	0.00	99,188.60	45.52%
64 - Capital Outlay	68,000.00	68,000.00	9,220.66	71,324.30	0.00	-3,324.30	-4.89%
Fund: 100 - General Fund Total:	3,924,596.00	3,924,596.00	435,273.99	2,579,417.98	0.00	1,345,178.02	34.28%
Fund: 210 - Water Operations Fund							
61 - Personal Services	760,650.00	760,650.00	63,387.50	507,100.00	0.00	253,550.00	33.33%
62 - Contractual Services	999,672.00	999,672.00	71,023.22	497,782.75	0.00	501,889.25	50.21%
63 - Commodities	76,000.00	76,000.00	6,594.11	27,579.45	0.00	48,420.55	63.71%
64 - Capital Outlay	14,000.00	14,000.00	297.33	14,984.33	0.00	-984.33	-7.03%
68 - Debt Service	130,678.00	130,678.00	35,690.08	166,368.08	0.00	-35,690.08	-27.31%
69 - Transfers	200,000.00	200,000.00	0.00	100,000.00	0.00	100,000.00	50.00%
Fund: 210 - Water Operations Fund Total:	2,181,000.00	2,181,000.00	176,992.24	1,313,814.61	0.00	867,185.39	39.76%
Fund: 220 - Sewer Operations Fund							
61 - Personal Services	377,894.00	377,894.00	31,491.17	251,929.36	0.00	125,964.64	33.33%
62 - Contractual Services	235,300.00	235,300.00	4,539.17	80,896.30	0.00	154,403.70	65.62%
63 - Commodities	62,000.00	62,000.00	2,889.14	32,714.23	0.00	29,285.77	47.24%
64 - Capital Outlay	74,237.00	74,237.00	0.00	64,260.00	0.00	9,977.00	13.44%
68 - Debt Service	455,569.00	455,569.00	104,985.00	363,882.00	0.00	91,687.00	20.13%
69 - Transfers	130,000.00	130,000.00	0.00	65,000.00	0.00	65,000.00	50.00%
Fund: 220 - Sewer Operations Fund Total:	1,335,000.00	1,335,000.00	143,904.48	858,681.89	0.00	476,318.11	35.68%
Fund: 230 - Sanitation Fund							
62 - Contractual Services	455,000.00	455,000.00	33,160.54	262,210.16	0.00	192,789.84	42.37%
Fund: 230 - Sanitation Fund Total:	455,000.00	455,000.00	33,160.54	262,210.16	0.00	192,789.84	42.37%
Fund: 240 - Storm Water							
62 - Contractual Services	52,000.00	52,000.00	0.00	396.00	0.00	51,604.00	99.24%
63 - Commodities	5,000.00	5,000.00	0.00	5,172.63	0.00	-172.63	-3.45%
Fund: 240 - Storm Water Total:	57,000.00	57,000.00	0.00	5,568.63	0.00	51,431.37	90.23%
Fund: 310 - Transient Guest Tax							
62 - Contractual Services	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.00%
Fund: 310 - Transient Guest Tax Total:	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.00%
Fund: 320 - Library Operations							
61 - Personal Services	108,000.00	108,000.00	4,678.08	55,608.22	0.00	52,391.78	48.51%

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
62 - Contractual Services	506,545.00	506,545.00	0.00	455,547.77	0.00	50,997.23	10.07%
Fund: 320 - Library Operations Total:	614,545.00	614,545.00	4,678.08	511,155.99	0.00	103,389.01	16.82%
Fund: 330 - Special Parks							
62 - Contractual Services	2,500.00	2,500.00	150.00	2,015.00	0.00	485.00	19.40%
63 - Commodities	2,500.00	2,500.00	0.00	2,469.34	0.00	30.66	1.23%
Fund: 330 - Special Parks Total:	5,000.00	5,000.00	150.00	4,484.34	0.00	515.66	10.31%
Fund: 340 - Special Highway							
62 - Contractual Services	480,000.00	631,000.00	10,750.48	593,048.98	0.00	37,951.02	6.01%
Fund: 340 - Special Highway Total:	480,000.00	631,000.00	10,750.48	593,048.98	0.00	37,951.02	6.01%
Fund: 350 - Infrastructure Sales Tax							
69 - Transfers	437,500.00	437,500.00	0.00	350,000.00	0.00	87,500.00	20.00%
Fund: 350 - Infrastructure Sales Tax Total:	437,500.00	437,500.00	0.00	350,000.00	0.00	87,500.00	20.00%
Fund: 360 - Capital Projects							
62 - Contractual Services	110,000.00	160,000.00	0.00	72,685.50	0.00	87,314.50	54.57%
63 - Commodities	0.00	0.00	1,648.00	9,969.43	0.00	-9,969.43	0.00%
64 - Capital Outlay	676,000.00	676,000.00	0.00	632,670.60	0.00	43,329.40	6.41%
68 - Debt Service	22,613.00	22,613.00	11,306.41	22,612.82	0.00	0.18	0.00%
Fund: 360 - Capital Projects Total:	808,613.00	858,613.00	12,954.41	737,938.35	0.00	120,674.65	14.05%
Fund: 410 - Fire Equipment Reserve							
62 - Contractual Services	0.00	0.00	0.00	10,062.00	0.00	-10,062.00	0.00%
64 - Capital Outlay	30,000.00	98,301.00	23,463.51	87,582.67	0.00	10,718.33	10.90%
68 - Debt Service	34,693.00	34,693.00	17,346.17	34,692.34	0.00	0.66	0.00%
Fund: 410 - Fire Equipment Reserve Total:	64,693.00	132,994.00	40,809.68	132,337.01	0.00	656.99	0.49%
Fund: 420 - Police Equipment Reserve							
63 - Commodities	10,000.00	10,000.00	0.00	2,744.00	0.00	7,256.00	72.56%
64 - Capital Outlay	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00%
Fund: 420 - Police Equipment Reserve Total:	14,000.00	14,000.00	0.00	2,744.00	0.00	11,256.00	80.40%
Fund: 430 - Sewer Capital Reserve							
62 - Contractual Services	10,000.00	10,000.00	0.00	53,375.00	0.00	-43,375.00	-433.75%
64 - Capital Outlay	190,000.00	310,000.00	0.00	72,068.04	0.00	237,931.96	76.75%
Fund: 430 - Sewer Capital Reserve Total:	200,000.00	320,000.00	0.00	125,443.04	0.00	194,556.96	60.80%
Fund: 440 - Water Capital Reserve							
62 - Contractual Services	2,000.00	2,000.00	0.00	14,624.92	0.00	-12,624.92	-631.25%
64 - Capital Outlay	323,000.00	403,000.00	6,121.00	258,335.90	0.00	144,664.10	35.90%
Fund: 440 - Water Capital Reserve Total:	325,000.00	405,000.00	6,121.00	272,960.82	0.00	132,039.18	32.60%
Fund: 500 - Debt, Bond, and Interest							
64 - Capital Outlay	8.00	8.00	0.00	0.00	0.00	8.00	100.00%

For Fiscal: 2023 Period Ending: 08/31/2023

Categor...	Original	Current	Period	Fiscal	Encumbrances	Variance	Percent
	Total Budget	Total Budget	Activity	Activity		Favorable (Unfavorable)	
68 - Debt Service	801,009.00	801,009.00	457,787.53	801,008.75	0.00	0.25	0.00%
Fund: 500 - Debt, Bond, and Interest Total:	801,017.00	801,017.00	457,787.53	801,008.75	0.00	8.25	0.00%
Report Total:	11,704,064.00	12,173,365.00	1,322,582.43	8,550,814.55	0.00	3,622,550.45	29.76%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
100 - General Fund	3,924,596.00	3,924,596.00	435,273.99	2,579,417.98	0.00	1,345,178.02	34.28%
210 - Water Operations Fund	2,181,000.00	2,181,000.00	176,992.24	1,313,814.61	0.00	867,185.39	39.76%
220 - Sewer Operations Fund	1,335,000.00	1,335,000.00	143,904.48	858,681.89	0.00	476,318.11	35.68%
230 - Sanitation Fund	455,000.00	455,000.00	33,160.54	262,210.16	0.00	192,789.84	42.37%
240 - Storm Water	57,000.00	57,000.00	0.00	5,568.63	0.00	51,431.37	90.23%
310 - Transient Guest Tax	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.00%
320 - Library Operations	614,545.00	614,545.00	4,678.08	511,155.99	0.00	103,389.01	16.82%
330 - Special Parks	5,000.00	5,000.00	150.00	4,484.34	0.00	515.66	10.31%
340 - Special Highway	480,000.00	631,000.00	10,750.48	593,048.98	0.00	37,951.02	6.01%
350 - Infrastructure Sales Tax	437,500.00	437,500.00	0.00	350,000.00	0.00	87,500.00	20.00%
360 - Capital Projects	808,613.00	858,613.00	12,954.41	737,938.35	0.00	120,674.65	14.05%
410 - Fire Equipment Reserve	64,693.00	132,994.00	40,809.68	132,337.01	0.00	656.99	0.49%
420 - Police Equipment Reserve	14,000.00	14,000.00	0.00	2,744.00	0.00	11,256.00	80.40%
430 - Sewer Capital Reserve	200,000.00	320,000.00	0.00	125,443.04	0.00	194,556.96	60.80%
440 - Water Capital Reserve	325,000.00	405,000.00	6,121.00	272,960.82	0.00	132,039.18	32.60%
500 - Debt, Bond, and Interest	801,017.00	801,017.00	457,787.53	801,008.75	0.00	8.25	0.00%
Report Total:	11,704,064.00	12,173,365.00	1,322,582.43	8,550,814.55	0.00	3,622,550.45	29.76%



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	1,228,384.70	3,498,968.44	2,579,417.98	2,147,935.16
210 - Water Operations Fund	898,244.21	1,038,965.16	1,313,814.61	623,394.76
220 - Sewer Operations Fund	641,128.61	685,146.86	858,681.89	467,593.58
230 - Sanitation Fund	225,342.69	301,270.20	262,210.16	264,402.73
240 - Storm Water	56,585.08	32,211.74	5,568.63	83,228.19
310 - Transient Guest Tax	7,397.22	1,143.61	0.00	8,540.83
320 - Library Operations	1,110.79	511,474.31	511,155.99	1,429.11
330 - Special Parks	20,457.12	1,808.13	4,484.34	17,780.91
340 - Special Highway	839,836.64	224,398.64	593,048.98	471,186.30
350 - Infrastructure Sales Tax	767,994.36	450,242.36	350,000.00	868,236.72
360 - Capital Projects	1,779,411.57	509,180.39	737,938.35	1,550,653.61
410 - Fire Equipment Reserve	268,526.63	62,206.09	132,337.01	198,395.71
420 - Police Equipment Reserve	40,530.76	14,143.95	2,744.00	51,930.71
430 - Sewer Capital Reserve	739,181.14	22,500.00	125,443.04	636,238.10
440 - Water Capital Reserve	628,265.50	22,500.00	272,960.82	377,804.68
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	248,372.83	740,643.42	801,008.75	188,007.50
930 - Debt Proceeds	1,759,399.68	3,488,721.45	4,346,384.22	901,736.91
940 - Gallagher Park Fund	9,183.08	0.00	0.00	9,183.08
950 - Festival/Event Fund	4,594.80	300.00	0.00	4,894.80
960 - Law Enforcement Trust	0.00	0.00	0.00	0.00
961 - Opioid Addiction Fund	0.00	14,585.37	0.00	14,585.37
971 - RHID 1	340.82	22,773.72	22,635.98	478.56
972 - RHID 2	0.00	1,881.25	0.00	1,881.25
980 - Industrial Park Development Fund	169,950.68	98,879.66	69,047.23	199,783.11
981 - CDBG Urgent Need Grant Fund	0.00	0.00	0.00	0.00
982 - CDBG-CV Grant 2020	0.00	0.00	0.00	0.00
983 - CARES CRF Fund	0.00	0.00	0.00	0.00
984 - ARPA Fund	765,858.42	0.00	55,525.00	710,333.42
985 - MIH Grant Fund	0.00	0.00	0.00	0.00
Report Total:	11,101,012.36	11,743,944.75	13,044,406.98	9,800,550.13