



# City of Tonganoxie City Council Meeting Agenda

**April 15, 2024**

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 meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Mayor: David Frese; 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 April 1, 2024

**III. Consent Agenda**

- a) Review bill payments

**IV. Old Business**

**V. New Business**

- a) Consider Approval of Funding Distribution for the Tonganoxie Days 2024 Event
- b) Resolution 04-24-01: Approving and Authorizing the First Amendment to Development Agreement with Hill's Pet Nutrition
- c) Resolution 04-24-02: Approval of the Mill and Overlay and Curb Replacement Street Maintenance Contract
- d) Consider Approval of Painting the Police Department Facility
- e) 2023-2024 Compensation Study Presentation
- f) Resolution 04-24-03: Approval of City of Tonganoxie Pay Range Adjustments
- g) City Manager Agenda
  - 1. March 2024 Financial Report & Quarterly Treasurer's Report
  - 2. City Board and Commissions Positions Update
- h) City Attorney Agenda
- i) Mayor Pro Tem Agenda
- j) City Council Agenda
- k) Mayor Agenda
  - 1. Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
  - 2. Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship

**VI. Adjourn**

Council Meeting Minutes  
April 1, 2024  
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. Stevens, Mr. Donnelly and Mr. Dale were present. Ms. McCutchen was absent.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, Fire Chief John Zimbelman and Municipal Court Clerk Lindsay Huntington were also present.

**II. Approval of Minutes – Regular meeting dated March 18, 2024**

- **Mr. Partridge made a motion to approve draft minutes from the regular meeting dated March 18, 2024.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

**III. Consent Agenda**

a) Review bill payments

- **Ms. Stevens made a motion to approve the consent agenda.**
- **Mr. Donnelly seconded the motion.**
- **Vote of all ayes, motion carried.**

1. Proclamation recognizing April 2024 as Child Abuse Prevention Month presented by the CASA Association

- Mayor Frese made a proclamation claiming April 2024 as National Child Abuse Prevention month in the City of Tonganoxie and urged all citizens to recognize this month by dedicating themselves to the task of improving the quality of life for all children and families.
- **Vote of all ayes, motion carried.**

2. Proclamation recognizing April 2024 as Sexual Violence Awareness Month presented by the Alliance Against Family Violence Association

- Mayor Frese made a proclamation claiming April 2024 as National Sexual Violence Awareness month in the City of Tonganoxie and urged all citizens to recognize this month.
- **Vote of all ayes, motion carried.**
- Mr. Porter introduced Katie Irvin, director of the Alliance Against Family Violence Association.
- Ms. Irvin stated she greatly appreciates the City of Tonganoxie for recognizing sexual violence awareness month as the month of April.

**IV. Old Business**

**V. New Business**

a) Consider Approval of City Attorney and Municipal Court Judge Reappointments

- Mr. Brajkovic stated under K.S.A. 14-201 the Mayor shall appoint with the consent of Council a variety of positions. Those positions for the City of Tonganoxie are the Municipal Court Judge and the City Attorney.
- Mr. Brajkovic stated currently the Honorable Ken Moore has served the City for a couple of years and has expressed interest in reappointment. Mr. Brajkovic added Judge Moore is doing a great job and staff recommends moving forward with the appointment.
- Mr. Brajkovic stated Ms. Krstulic with Stinson LLC has been the City Attorney for a period a little longer than Judge Moore, and has also expressed interested in reappointment which staff recommends.
- **Mayor Frese requested the City Council consent to reappoint Kenneth Moore as Municipal Court Judge.**

- **Vote of all ayes, motion carried.**
  - **Mayor Frese requested the City Council consent to reappoint Anna Krstulic as City Attorney.**
  - **Vote of all ayes, motion carried.**
- b) Consider Approval of 2024 Facility Temporary Use Lease for the Tonganoxie Water Park with Gretchen Meitler for the Tongie Tidal Waves Swim Team
- Mr. Porter stated Tongie Tidal Waves Swim Team is requesting the utilization of the City of Tonganoxie Water Park facility for their summer programming and competitive meets. The season will span from May 28<sup>th</sup> to June 28<sup>th</sup> and include many days of practice and two scheduled home meets.
  - Mr. Porter stated the agreement is structured in a similar fashion to prior years with a slight increase to the fee per hour of staff time dedicated to event. Staff has no concerns and recommends approval.
  - Ms. Gretchen Meitler with the Tongie Tidal Waves Swim Team addressed the Council.
  - **Mr. Partridge made a motion to authorize the Water Park Manager to execute the lease agreement with Gretchen Meitler for the 2024 season.**
  - **Mr. Donnelly seconded the motion.**
  - **Vote of all ayes, motion carried.**
- c) Consider Special Event Permit & Public Firework Display Permit Applications for Military Vehicle Show and WWII Re-enactment Event on June 22, 2024
- Mr. Porter stated the event will span from the evening of June 21<sup>st</sup> through the majority of the day on June 22<sup>nd</sup>. The location of the event is centered on the VFW Park property and proposed utilization of City owned property in the vicinity of 103 Pleasant Street and the adjacent property.
  - Mr. Porter stated the event has a host of smaller segments in the schedule which include a display of memorabilia of military vehicles and skirmishes that the reenactors participate in. Mr. Porter stated staff does recommend approval for both the use of City owned property and the fireworks display permit as part of this event as presented.
  - Mr. Loren Feldkamp with the WWII Historical Re-Enactment Society Inc. addressed the Council with event details.
  - Mr. Andy Burke with the Tonganoxie VFW Post addressed the Council with event details.
  - Ms. Stevens expressed concerns regarding notifying neighbors of the event due to possible noise disturbances.
  - Mr. Donnelly stated it would be appropriate to make sure the neighbors are notified in advance of the event.
  - Mr. Partridge stated it would be cool if the event in McLouth could be replicated here.
  - **Mr. Dale made a motion to approve the Special Event Permit Application & Public Fireworks Display request for the military vehicle show and WWII Reenactment organized by the Tonganoxie VFW Post and the WWII Historical Re-Enactment Society Inc. located in the VFW park and on City property adjacent to the VFW park on June 22, 2024 from 7:30 AM – 5:00 PM.**
  - **Mr. Donnelly seconded the motion.**
  - **Roll Call Vote of all ayes, motion carried.**
  - Mr. Porter stated a letter identifying the event and possible social media advertising can be done to inform the neighbors.
- d) Consider Approval of Leavenworth County Development Corporation 2024 Funding Distribution
- Mr. Brajkovic introduced Lisa Haack, the Executive Director for LCDC. Mr. Brajkovic stated this is an annual request for funding which is proportionally divided based on population sizes of the participating cities. Tonganoxie and Leavenworth have an additional flat fee of \$10,000.00 because each city has an active business park that LCDC markets.
  - Ms. Lisa Haack, Executive Director addressed the Council on funding, economic development process and upcoming events of LCDC.
  - **Mr. Partridge made a motion to authorize the 2024 funding contribution to the Leavenworth County Development Corporation, in an amount not to exceed \$20,705.00.**

- **Mr. Dale seconded the motion.**
- **Vote of all ayes, motion carried.**

e) Consider Approval of Revised Disposition of 2011 Fire Department Utility Vehicle

- Mr. Porter stated the Fire Department purchased a 2023 Chevy pickup truck to replace the 2011 F250 utility truck. At the time of purchase Council authorized the disposition of the truck via Purple Wave. Prior to initiating the online auction listing staff was contacted by several different jurisdictions expressing interest in possibly purchasing the vehicle directly from the City.
- Stranger Township Fire Department expressed the highest level of interest with a proposed purchase price of \$20,000.00. Staff has reviewed the submittal and compared it to current online listings.
- Mr. Porter stated staff does support the proposal and selling the truck directly to Stranger Township Fire Department for their use of the equipment.
- **Ms. Stevens made a motion to authorize disposition of the City's 2011 Ford F250 vehicle (Utility 622) via direct sale to Stranger Township Fire Department for an amount of \$20,000.00.**
- **Mr. Donnelly seconded the motion.**
- **Vote of all ayes, motion carried.**

f) City Manager Agenda

g) City Attorney Agenda

h) Mayor Pro Tem Agenda

i) City Council Agenda

j) Mayor Agenda

3. Executive session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship

- **Ms. Stevens moved that the City Council recess into executive session to obtain legal advice pursuant to the attorney client consultation exception K.S.A. 75-4319(b)(2). The executive session will include the City Attorney, City Manager and Assistant City Manager. The open meeting will resume in the City Council chambers at 8:18 p.m.**
- **Mr. Partridge seconded the motion.**
- **Vote of all ayes, motion carried.**
  
- **Ms. Stevens moved that the City Council recess into executive session to obtain legal advice pursuant to the attorney client consultation exception K.S.A. 75-4319(b)(2). The executive session will include the City Attorney, City Manager and Assistant City Manager. The open meeting will resume in the City Council chambers at 8:30 p.m.**
- **Mr. Partridge seconded the motion.**
- **Vote of all ayes, motion carried.**
- ...
- **Mayor Frese resumed the meeting at 8:30 p.m. and noted that no binding action was taken in executive session.**

4. Executive Session for discussion of matters related to security measures

- **Ms. Stevens moved that the City Council recess into executive session to discuss matters relating to security measures pursuant to the security measures exception K.S.A. 75-4319(b)(2). The executive session will include the City Attorney, City Manager and Assistant City Manager. The open meeting will resume in the City Council chambers at 8:41 p.m.**
- **Mr. Dale seconded the motion.**
- **Vote of all ayes, motion carried.**
- ...
- **Mayor Frese resumed the meeting at 8:41 p.m. and noted that no binding action was taken in executive session.**

**VI. Adjourn**

- **Mr. Dale made a motion to adjourn the meeting.**
- **Mr. Partridge seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:42 p.m.**

Respectfully submitted,

*Lindsay Huntington*

Lindsay Huntington, Municipal Court Clerk

DRAFT



City of Tonganoxie, KS

# My Check Report

By Check Number

Date Range: 03/30/2024 - 04/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1218	Amazon Capital Services, Inc	04/09/2024	Regular	0	753.88	52580
0034	AT&T ACCESS TRANSPORT SERVICES	04/09/2024	Regular	0	78.18	52581
1126	Baker Tilly Municipal Advisors, LLC	04/09/2024	Regular	0	2300	52582
0046	BAY BRIDGE ADMINISTRATORS, LLC	04/09/2024	Regular	0	676.17	52583
1355	BENJAMIN RIOUX	04/09/2024	Regular	0	800	52584
0136	DELTA DENTAL PLAN OF KANSAS,IN	04/09/2024	Regular	0	2945.76	52585
0671	Evergy	04/09/2024	Regular	0	13875.86	52586
0180	FBI NATIONAL ACADEMY ASSOCIATES, INC.	04/09/2024	Regular	0	1270	52587
0189	FIRST STATE BANK & TRUST	04/09/2024	Regular	0	2349.16	52588
0224	HAMM QUARRIES & LANDFILL	04/09/2024	Regular	0	3099	52589
0232	HEARTLAND TOW, INC.	04/09/2024	Regular	0	75	52590
0250	HONEYCREEK DISPOSAL SERVICE	04/09/2024	Regular	0	32893.36	52591
1121	Jerome Gorman	04/09/2024	Regular	0	1100	52592
1034	John Zimbelman	04/09/2024	Regular	0	56.38	52593
0330	KANSAS GAS SERVICE	04/09/2024	Regular	0	1116.12	52594
0373	Kansas Health and Environmental Laboratories	04/09/2024	Regular	0	216	52595
0496	KANSAS ONE-CALL SYSTEM, INC.	04/09/2024	Regular	0	86.4	52596
1271	KENNETH J MOORE	04/09/2024	Regular	0	800	52597
0391	LAWRENCE JOURNAL WORLD	04/09/2024	Regular	0	68.31	52598
0395	Leavenworth County Development Corporation	04/09/2024	Regular	0	20705	52599
1215	Logic Compensation Group, LLC	04/09/2024	Regular	0	4800	52600
1246	Mallory Rae Pino	04/09/2024	Regular	0	252	52601
0857	MIDCONTINENT COMMUNICATIONS	04/09/2024	Regular	0	438.91	52602
0857	MIDCONTINENT COMMUNICATIONS	04/09/2024	Regular	0	384.5	52603
0959	OFFICE OF THE KANSAS STATE TREASURER	04/09/2024	Regular	0	1923.35	52604
0503	PACE ANALYTICAL SERVICES INC	04/09/2024	Regular	0	623.8	52605
0513	PINE LANDSCAPE CENTER	04/09/2024	Regular	0	430	52606
0542	QUILL	04/09/2024	Regular	0	30.99	52607
0542	QUILL	04/09/2024	Regular	0	9.99	52608
0542	QUILL	04/09/2024	Regular	0	43.99	52609
0614	T-MOBILE	04/09/2024	Regular	0	1206.6	52610
0629	TONGANOXIE FIREMANS RELIEF ASC	04/09/2024	Regular	0	1203.45	52611
0642	USPS	04/09/2024	Regular	0	1272.8	52612
1347	VERIZON CONNECT INC	04/09/2024	Regular	0	113.7	52613
1066	Western Consultants	04/09/2024	Regular	0	2340	52614

**Bank Code AP Bank Summary**

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	43	35	0.00	100,338.66
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
	<b>43</b>	<b>35</b>	<b>0.00</b>	<b>100,338.66</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	35	0.00	100,338.66
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
	<b>43</b>	<b>35</b>	<b>0.00</b>	<b>100,338.66</b>

### Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	4/2024	100338.66
			<b>100338.66</b>



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** April 15, 2024  
**TO:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Lindsay Huntington, Deputy City Clerk  
**SUBJECT:** Consider Approval of Funding Distribution for the Tonganoxie Days 2024 Event

**DISCUSSION:**

The Planning Group for the 2024 Tongie Days event, comprised of members of the City of Tonganoxie Governing Body, City staff, and leaders in the Tonganoxie Business Association, have submitted the enclosed letter detailing the public event goals, schedule, collaboration efforts with other local events, and a 2024 event budget estimate. Along with this budget information is the confirmation of the request for authorization for the City to distribute the requested \$7,500 in funds to help support the event.

The additional steps that will possibly be required for the City to complete all approvals associated with the event include adoption of a resolution exempting a designated area of the event space from the standard prohibitions against consumption of alcoholic beverages on public streets, alleys, and right of way.

Representatives of the event planning group will be present at the City Council meeting for any necessary discussion.

The City budgeted \$10,000 for the support of community events in the 2024 fiscal year. Typically, the event contributions have included \$7,500 for Tonganoxie Days and approximately \$2,500 for the Mayor's Tree Lighting event held in late November. Approval of the proposed event budget contribution of \$7,500 will not result in any negative financial impact for the City.

**ACTION NEEDED:**

Make a motion to authorize funding distribution of \$7,500 to the Tonganoxie Business Association to support the costs of the event.

**ATTACHMENTS:**

Letter attached from the Tonganoxie Business Association

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





April 10, 2024

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

E.A.S.T., Incorporated DBA Tonganoxie Business Association ("TBA")  
415 Stone Creek Dr | PO Box 415  
Tonganoxie, KS 66086

RE: Tongie Days Funding Request

To Whom It May Concern:

The planning group for the 2024 Tongie Days event has met and preparations for this year's event are underway. The group is comprised of members of the City of Tonganoxie city staff and leaders in the Tonganoxie Business Association. Our goal is to promote the local community by offering a family friendly event with diverse programming and entertainment options. There is a commitment to keeping the event free of charge and focused on the city's historic downtown business corridor.

The majority of the event preparation for items like vendor solicitation, marketing efforts, preparation of a city special event permit, and public safety preparations have been planned and are underway.

This year's event is scheduled for **September 21, 2024** and the planned duration is from 9:00 am to 10:00 pm. The general location of the proposed street closures and event activities will be the 4th Street corridor with the boundaries being Shawnee Street to the west and Main Street to the east. Event staff will contact all business owners in advance of the event to advise of the planned programming and street closures to local traffic.

The Tonganoxie Recreation Commission is moving forward with a fireworks display on Friday, September 20, 2024 to kick off Tongie Days. The day is going to be filled with activities for many to enjoy.

Tongie Days event committee is requesting funds to proceed with the planning of Tongie Days 2024 in the amount of **\$7,500.00**. The Tongie Days committee hopes the city continues to see the value in the event and what it does to bring a positive impact to the Tonganoxie community.

Sincerely,

Joanna Eibes  
Tonganoxie Business Association, Board President

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (this “First Amendment”), is dated as of \_\_\_\_\_, 2024, by and between the **CITY OF TONGANOXIE, KANSAS**, a Kansas municipal corporation (the “City”), and **HILL’S PET NUTRITION, INC.**, a Delaware corporation (“Developer”) (collectively the “Parties” and each a “Party”), and amends and supplements that certain Development Agreement dated as of June 21, 2021 (the “Original Agreement,” collectively, as amended by this First Amendment and as may be further supplemented and amended, the “Agreement”).

### **RECITALS**

**A.** Developer has designed, developed, constructed, and completed the Project (as defined in the Original Agreement).

**B.** Pursuant to the Original Agreement, the City and Developer intend that the Project receive the Abatement (as defined in the Original Agreement).

**C.** The governing body of the City previously passed Ordinance No. 1499 granting the Abatement in accordance with the Original Agreement.

**D.** The Kansas Board of Tax Appeals granted the Abatement pursuant to its order issued in relation to Docket No. 2022-6422-EDX.

**E.** Developer and the City now desire to enter into this First Amendment to clarify the terms for and provide for the effective administration of the Abatement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**Section 1. Definitions of Words and Terms.** Unless otherwise defined herein, any defined terms shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment to Original Agreement.** Section 4.1 of the Original Agreement is deleted in its entirety and replaced as follows:

Section 4.1 Abatement. Subject to the terms and conditions of this Agreement, it is the City’s intention that the Project shall be entitled to the Abatement requested by Developer, consisting of a 100% exemption from ad valorem taxes (except for ad valorem taxes levied by a school district and any other property taxes and/or special assessments that cannot be abated under Kansas law and subject to the payments in lieu of tax (“PILOTs”) described below) for the 10-year Abatement Period that shall begin with the calendar year after the calendar year in which the Project opens for business. The Parties acknowledge and agree that the Abatement constitutes a deviation from the City Policy based upon compelling and unique circumstances regarding the Project, including the Cost-Benefit Analysis, the Capital Investment and the New Jobs, and with respect to the foregoing, the Parties further agree as follows:

(a) Capital Investment. Developer must incur the Capital Investment within three (3) years after the Effective Date, or the Abatement shall be scaled back in accordance with the City Policy.

(b) New Jobs. Beginning on March 1 of the first calendar year of the Abatement Period, and on each March 1 thereafter and at any other time that the City may request during the Term (as defined in Section 6.1 below), Developer shall provide a written certification to the City stating the total number of full-time employees employed at the Project and the average wage. Unless additional documentation is necessary, this written certification will be part of the annual review process set forth in Sections 4.2 and 4.4 below. The total number of full-time employees and average wage shall meet the minimums identified for the New Jobs as described in Recital E above on or before July 1, 2024. Developer shall use best efforts to employ City residents for 20% of the New Jobs during the Term.

(c) PILOTs. For each year during the Abatement Period, Developer shall pay to the County a PILOT in accordance with the following schedule:

<u>Year</u> <sup>(1)</sup>	<u>PILOTs</u> <sup>(2)</sup>
2024	\$150,000
2025	\$157,500
2026	\$165,375
2027	\$173,644
2028	\$182,326
2029	\$191,442
2030	\$201,014
2031	\$211,065
2032	\$221,618
2033	\$232,699

<sup>(1)</sup> Indicates tax year; e.g., the tax bill containing the PILOT for “2024” will be delivered to the Developer by the County in November 2024.

<sup>(2)</sup> PILOTs do not include special assessments and the school district capital outlay levy, which cannot be abated under Kansas law.

For each such year, 50% of the PILOT with respect to such year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20<sup>th</sup>), and the balance of such PILOT with respect to such year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

Nothing in this Agreement shall be construed to require the Developer to make duplicate tax payments. The Developer shall receive as a credit against its obligations to pay PILOTs the amount of any ad valorem taxes (other than special assessments and property taxes that the City may not abate under Kansas law) paid by the Developer to the County to the extent that the amounts paid to the County include any other taxes due with respect to the Project.

**Section 3. Ratification and Confirmation of Original Agreement.** Except as expressly modified in this First Amendment, the Original Agreement is hereby ratified and confirmed by the Parties as of the date of this First Amendment.

**Section 4. Execution in Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be in writing or by electronic means and shall be an original and all of which shall constitute but one and the same instrument.

**Section 5. Governing Law.** This First Amendment shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 6. Run with the Land.** This First Amendment shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns and shall run with the land. The Parties shall record a memorandum describing this First Amendment in the land records of the County.

[Balance of page intentionally left blank]

**IN WITNESS WHEREOF**, City and Developer have duly executed this First Amendment to Development Agreement pursuant to all requisite authorizations as of the date first set forth above.

**CITY:**

**THE CITY OF TONGANOXIE, KANSAS**

By: \_\_\_\_\_  
David Frese, Mayor

**STATE OF KANSAS** )

) **SS.**

**COUNTY OF LEAVENWORTH** )

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by David Frese, as Mayor of the **CITY OF TONGANOXIE, KANSAS**.

Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in \_\_\_\_\_ County

My commission expires

**DEVELOPER:**

**HILL'S PET NUTRITION, INC.**  
a Delaware corporation

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

Name: \_\_\_\_\_

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

**STATE OF \_\_\_\_\_ )**

**) SS.**

**COUNTY OF \_\_\_\_\_ )**

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of **HILL'S PET NUTRITION, INC.**, a Delaware corporation.

Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in \_\_\_\_\_ County

My commission expires



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** April 15, 2024  
**TO:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Lindsay Huntington, Deputy City Clerk  
**SUBJECT:** Consider Approval of the Street Maintenance Mill and Overlay Contract

**DISCUSSION:**

The following Street & Pedestrian Infrastructure Projects were included in the Fiscal Year 2024 Adopted Budget:

- Street Maintenance – Major Contractual Services for Mill & Asphalt Overlay, some curb replacement, & City self-performed work
- Pothole patching & replacement of curbs citywide as needed based on progress of deterioration
- Sidewalks & Crosswalks General Improvements and evaluation of gaps in connectivity

In the months since budget adoption was completed Kent Heskett, the City's Public Works Director, has continued to review pavement conditions across the City's road network, the respective rates of deterioration, and combined that analysis with feedback from the community to help develop the following proposed project list for the 2024 Street Maintenance Plan.

In response to an RFP published online and in the Tonganoxie Mirror on March 20, 2024 the City received 7 quotes from vendors to complete the specified services. The quotes are summarized in the bid tabulation below.

Company	Base Bid
Newland Paving Co. Inc	\$ 508,920.50
Little Joe's Asphalt, Inc.	\$ 525,715.00
Harbour Construction, Inc.	\$ 535,559.80
Conway Asphalt Paving	\$ 537,928.60
Metro Asphalt, Inc.	\$ 547,108.80
McAnany Construction	\$ 590,196.00
Superior Bowen Asphalt Co., LLC	\$ 649,781.10

The lowest-cost bid for project services was submitted by Newland Paving Co. Inc for a cost not to exceed \$508,920.50. City staff reviewed the bid details and deemed it satisfactory & complete compared to the project specifications. Staff recommend approval of the lowest-cost bid and authorization from the City Council to proceed with execution of the draft contract for completion of the specified services.

**BUDGET IMPACT:**

The funding for the Street Maintenance program comes from a combination of Special Highway funds and a portion of the City's ¾ cent Infrastructure Sales Tax. Previously expected total spending for the entire 2024 street maintenance program in the Special Highway Fund was \$500,000. However, the Special Highway Fund maintains approximately \$30,000 of available expenditure authority in 2024 that would be available for completion of this project without a mid-year budget amendment.

**ACTION NEEDED:**

Make a motion to approve the quote for the 2024 Tonganoxie Mill & Overlay and Curb Replacement Street Maintenance Project from Newland Paving Co., Inc. for a cost not to exceed \$ 508,920.50.

**ATTACHMENTS:**

Resolution 04-24-02: Draft Contract & Quote from Newland Paving Co. Inc.

**cc:** George Brajkovic, City Manager  
Kent Heskett, Public Works Director  
Dan Porter, Assistant City Manager



**RESOLUTION NO. 04-24-02**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION & TECHNICAL SERVICES AGREEMENT (2024 STREET MAINTENANCE PROJECT) BETWEEN THE CITY OF TONGANOXIE, KANSAS AND NEWLAND PAVING COMPANY, INC.**

**WHEREAS**, Newland Paving Company, Inc., a Missouri corporation ("Contractor"), desires to provide mill & overlay and curb replacement construction services for streets in various locations (the "Project");

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

**WHEREAS**, the Governing Body has determined that it is advisable to enter into the Construction & Technical Services Agreement (2024 Street Maintenance Project), attached hereto as **Exhibit A** (the "Contract"), with Contractor for the Project.

**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. The City Manager and other officials and representatives of the City are hereby 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 APRIL 15, 2024.**

**SEAL**

---

David Frese, Mayor

ATTEST:

---

Daniel Porter, City Clerk

**EXHIBIT A**

**Construction & Technical Services Agreement  
(2024 Street Maintenance Project)**

[Attached.]

**CONSTRUCTION & TECHNICAL SERVICES AGREEMENT**  
**2024 Street Maintenance Project**

THIS AGREEMENT is dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Tonganoxie, a constitutionally chartered municipal corporation in the State of Kansas (the "City"), and Newland Paving Company Inc., a Missouri corporation company ("Contractor"), whereby Contractor shall provide construction services to the City in accordance with the terms and conditions contained in this Agreement.

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

**Sec. 1 Compensation.**

- A. The amount the City will pay Contractor under this Agreement will not exceed \$508,920.50. Contractor will be paid by corporate check.
- B. Contractor will bill the City by itemized invoice, in a form acceptable to the City, upon completion of work as certified by the Public Works Director.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by the City as a result of breach or default by Contractor, the City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due the City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, completely itemized, and is approved as payable under the terms of this Agreement.
- E. The City is not liable for any obligation incurred by this Agreement except as approved under the provisions of this Agreement.

**Sec. 2 Responsibilities of Contractor.** Contractor shall perform the following Scope of Services:

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

**Sec. 3 Notices.** All notices required by the Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

**To City:**

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

**To Contractor:**

Ryan Newland, Project Manager  
Newland Paving Company, Inc.  
15904 E. 23<sup>rd</sup> St. South, Suite B-4  
PO Box 1465  
Lees Summit, MO 64063

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

**Sec. 4 Merger.** This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between the City and Contractor with respect to this subject matter.

**Sec. 5 Conflict between Contract Parts.** In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

**Sec. 6 Term of Agreement.** This Agreement shall begin on April 16, 2024, and shall end on October 1, 2024. The term of this Agreement may be extended up to an additional 2 months upon the prior written approval by the City.

**Sec. 7 Responsibilities of City.**

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

**Sec. 8 Subcontracting.** Contractor must provide in writing to the City the name of any and all subcontracted companies and independent contractors that will perform work on behalf of Contractor under the terms of this Agreement.

**Sec. 9 Incorporation of Federal/State Laws and Regulation.** Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds. The federal/state laws and regulations applicable to the use of funds provided under this Agreement are incorporated and made a part of this Agreement by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Agreement shall include all subsequent amendments.

**Sec. 10 Attorney Services Certification.** Contractor certifies that at the time of the issuance of this Agreement, either in an individual or firm capacity, Contractor does not represent any part in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal part, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the council has otherwise waived this requirement.

**PART II**  
**STANDARD TERMS AND CONDITIONS**

**Sec. 1. Indemnification.**

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

**Sec. 2. Independent Contractor.** Contractor is an independent contractor and is not the City's agent. Contractor has no authority to take any action or execute any documents on behalf of the City.

**Sec. 3. Insurance.**

- A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at the City's cost. Policies containing a Self-Insured Retention are unacceptable to the City.
1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - (a) Severability of Interests Coverage applying to Additional Insureds
    - (b) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$500,000
    - (c) No Contractual Liability Limitation Endorsement
    - (d) Additional Insured Endorsement, ISO form CG20 10, or its equivalent.
  2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:  
Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
  4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$500,000.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to the City, ten (10) days in the event of nonpayment of premium. The Commercial General Liability Insurance and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement (with respect to liability only in the amount of \$500,000.00). Such insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTORY. Contractor agrees to indemnify the City if, by providing coverage in excess of the \$500,000.00, Contractor causes the City to suffer a loss through a waiver of its Kansas Tort Claims Act cap on liability. Contractor shall provide to the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.
- C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas.
- D. Regardless of any approval by the City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor’s failure to maintain the required insurance in effect, the City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**Sec. 4. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Kansas. The parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

**Sec. 5. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

**Sec. 6. Default and Remedies.** If Contractor shall be in default or breach of any provision of this Agreement, the City may terminate this Agreement, suspend the City’s performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

**Sec. 7. Waiver.** Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 8. Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by the City.

**Sec. 9. Headings; Construction of Contract.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 10. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 11. Audit.**

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

**Sec. 12. Tax Compliance.** Contractor shall provide proof of compliance with the City's tax ordinances administered by the City Manager as a precondition to the City making the first payment under this Agreement or any renewal hereto when the total contract amount exceeds \$10,000. If Contractor performs work on a contract that is for a term longer than one (1) year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City Manager as a condition precedent to the City making final payment under the contract.

**Sec. 13. Assignability or Subcontracting.** Contractor shall not subcontract, assign or transfer any part or all of Contractor's obligations or interests under this Agreement without the City's prior approval. If Contractor shall subcontract, assign, or transfer any part of Contractor's interests or obligations under this Agreement without the prior approval of the City, it shall constitute a material breach of this Agreement.

**Sec. 14. Conflicts of Interest.** Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

**Sec. 15. Nondiscrimination.**

- A. Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin, ancestry or age;



- B. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");
- C. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- D. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- E. Contractor shall include the provisions of this Part II, Section 15.A through D above in every contract, subcontract or purchase order so that such provisions will be binding upon such contractor, subcontractor or vendor.

**Sec. 16. Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure that the City shall at all times remain in conformity with such laws.

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

*[Remainder of page intentionally left blank; signature pages follow.]*

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

**Contractor**

I hereby certify that I have authority to execute this document on behalf of **Newland Paving Company, Inc.**, a Missouri corporation.

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

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

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

DRAFT

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

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

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

Approved as to form:

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

DRAFT

## **Attachment A**

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

**Sec.2** Contractor will complete asphalt milling and asphalt overlay and curb replacement in specified project work areas as described in the attached RFP.

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

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

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

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

**Sec. 7** Contract Terms and Application Specifications included in the City of Tonganoxie Request for Proposals are hereby incorporated by reference and made part of this Agreement.



Ryan Newland

[ryan@newlandpaving.com](mailto:ryan@newlandpaving.com)  
[www.newlandpaving.com](http://www.newlandpaving.com)

Estimate

Date: 4/11/2024

To: City Of Tonganoxie

Attn:

Job Name: 2024 Street Maintenance Project

Description of Work	Quantity	Unit	Rate	Total
<b>Project ID 24-ST_01-A</b>				
Edge Mill	7,874.00	SY	\$ 1.95	\$ 15,354.30
2" Asphalt Overlay with SR12.5 R25%	21,850.00	SY	\$ 9.40	\$ 205,390.00
<b>Project ID 24-ST-01-B</b>				
Edge Mill	3,900.00	SY	\$ 1.95	\$ 7,605.00
2" Asphalt Overlay with SR12.5 R25%	5,588.00	SY	\$ 9.40	\$ 52,527.20
<b>Project ID 24-ST-01-C</b>				
Curb Replacement, including Storm Drain Inlets	4,852.00	LF	\$ 47.00	\$ 228,044.00
				\$ -
				\$ 508,920.50

Prices above are tied together. Price will be adjusted if work removed.

Payment to be made as follows: **NET 30 DAYS**

Warranty: One (1) year workmanship and material

SS-1H tack oil included on all surface areas to be paved.

Mobilizations Included: **1**

Any alteration to the plans or specifications involving additional cost will only be completed upon written orders and will become an extra charge to estimate.

Above pricing and conditions are satisfactory and hereby accepted. You authorize Newland Paving Company to perform work.

The conditions set forth will become a part of any subcontract.

Authorized Signature

Date

Newland Paving Co. Inc.

Date

# City of Tonganoxie

2024 STREET MAINTENANCE PROJECT REQUEST FOR PROPOSALS issued on March 20, 2024

## General Information & Schedule

### General Information

The City of Tonganoxie is accepting sealed bids for the 2024 Street Maintenance Project. The work shall consist of asphalt milling and asphalt overlay and curb replacement in specified project work areas.

The specific limits of the work will be marked, (white-lined) by City of Tonganoxie staff prior to bid release and project construction. All project area measurements shall be verified by contractors and are considered final on the bid deadline according to the bid submittals. Bid amount shall be good and valid for sixty (60) days from the bid deadline.

Until the deadline of 2:00 PM on April 4, 2024, questions regarding the RFP can be directed to Kent Heskett, Public Works Director, at 913-208-6590 or [kheskett@tonganoxie.org](mailto:kheskett@tonganoxie.org). All questions and answers will be posted on the City website [www.tonganoxie.org](http://www.tonganoxie.org).

### Schedule

- March 20, 2024 RFP Issuance on City website
- March 27, 2024 Publication in Tonganoxie Mirror
  
- April 3, 2024 RFP Questions Due at 2:00 PM
- April 11, 2024 RFP Response Proposals Due at 2:00 PM  
Bid Opening at City Council Chambers (303 Bury St) at 2:15 PM
  
- April 15, 2024 City Council to consider approval of draft contract
- April 16, 2024 Potential notice to proceed for project activities
- October 1, 2024 Project Completion Deadline

## Bid Submittal Instructions

Bids shall be sealed and hand delivered to City Hall at 526 E 4<sup>th</sup> Street, Tonganoxie, KS 66086 or mailed to:

City of Tonganoxie  
PO Box 326  
Tonganoxie, KS 66086

### **All Bids are due by 2:00 PM on Thursday, April 11, 2024.**

Bids will be opened Thursday, April 11, 2024 at 2:15 pm in the Tonganoxie Council Chambers located at 303 Bury Street, Tonganoxie, KS 66086.

## Specifications

### Proposed Contract Terms

Work is anticipated to begin with a notice to proceed issued no earlier than April 16, 2024 with the work being completed by October 1, 2024.

Asphalt millings shall be hauled by the city and become city property. Sweeping will be the responsibility of the contractor.

Traffic control will be the responsibility of the contractor and shall include placement, maintenance, and removal of all work zone traffic and/or pedestrian control devices as required for this project to meet MUTCD Standards. Both vehicle and pedestrian traffic shall be maintained through construction to the extent practical. Driveway access will be the responsibility of the contractor to coordinate with the tenants of each adjacent property.

Construction Limits - All work will be accomplished within the Right-of Way. Contractor is responsible to locate all utilities prior to construction.

Seeding, fertilizing and mulching disturbed areas will be the contractor responsibility.

Notifications - The contractor shall notify residents of proposed work 48 hours in advance of activities. It is expected that the notifications will include distribution of letters or door hangers to each adjacent property.

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

Contractor shall provide proof of commercial general liability and auto liability insurance for the amount of \$500,000 per occurrence.

A Kansas Sales Tax project exemption certificate (PEC) will be provided by the City.

The City of Tonganoxie holds the right to reject all bids and negotiate with the winning bidder.

### Application Specifications

All work shall conform to the following City of Tonganoxie Standard Technical Specifications.

**Asphalt Milling** - Street milling is approximately 11,774 sq yd. Edge milling shall be 1.75 inches in depth along curb to 0 inches at 7 ft. As needed for headers joining existing asphalt or concrete driveways and streets - include in bid.

**Asphalt Overlay** - Approximately 27,438 sq. yd. with a minimum 2-inch overlay. Overlay shall maintain a minimum  $\frac{1}{4}$  -  $\frac{1}{2}$  inch per foot fall to the curb line. All drainage across intersections shall be maintained or improved.

**Curb Replacement**- 4,852 In ft. - Curb detail and highlighted maps are attached. Curb replacement will be completed prior to mill and overlay.

- 1) SS1H tack oil will be used according to manufacturer specifications. Place tack coat just enough in advance of paving operations to allow the tack to cure before asphalt is placed. No traffic shall be allowed on tacked surfaces.
- 2) Asphalt shall be SR-12.5 A with a maximum 25% recycle. The use of recycled roofing materials will not be allowed.
- 3) The mix shall be transported to the jobsite in vehicles cleaned of all foreign material. The contractor shall provide a sufficient number of haul vehicles to ensure an orderly and continuous paving operation. All asphalt shall be delivered to the paver at a temperature between 250 degrees F and 325 degrees F.
- 4) In laying the mix adjacent to any finished area, it shall be placed sufficiently high so that, when compacted, the finished surface will be true and uniform and match existing surface.
- 5) Compacting equipment shall conform to the requirements of the KDOT standards. Compaction shall begin as soon as the temperature and mix conditions permit without shoving or tearing, the asphalt shall be thoroughly and uniformly compacted. The final rolling shall be accomplished with a steel roller.
- 6) All permits shall be the responsibility of the contractor to obtain.

## Project Subcomponents & Locations

### A. Bid

Bid Total Square Yards = 27,438 sq. yd. of 2-inch asphalt overlay

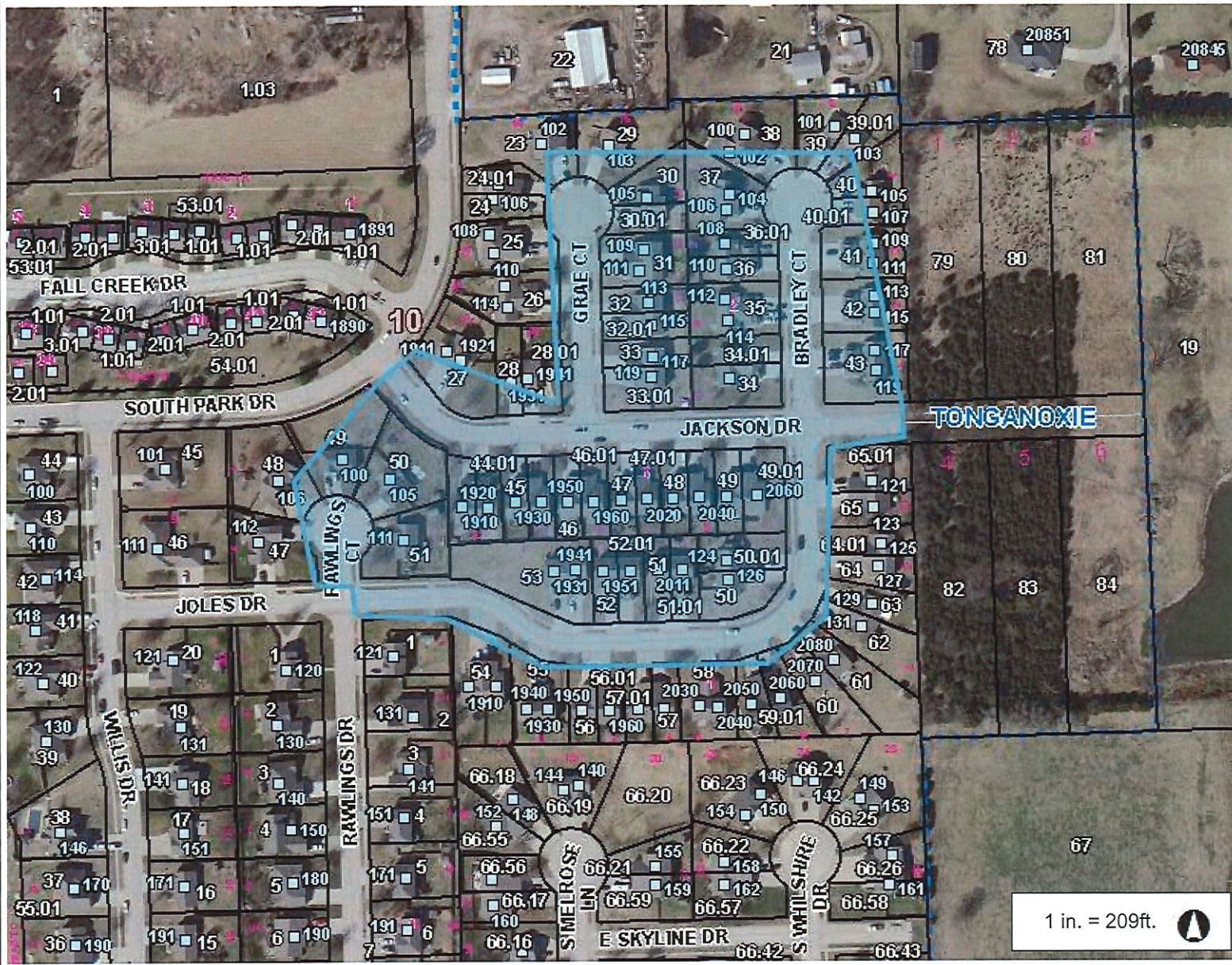
Bid Total Square Yards= 11,774 sq. yd. of edge milling

Bid Total Ln Ft = 4,852 In ft of curb replacement

Project ID	Project Description	Project Area
24-ST-01-A	Edge Mill and 2" Overlay Rock Creek Dr, Valley View Dr, Hidden Valley Dr, Willow Bend Dr, High Prairie Pl, Hidden Valley Pl, Country View Ct, Copper Creek Ct, Hidden Valley Ct, Rock Creek Ct, Brook Ridge Ct	~21,850 sq. yd. ~7874 sq. yd. edge mill
24-ST-01-B	Edge Mill & 2" Overlay. Rawlings Ct, Joles Dr, Jackson Dr, Bradley Ct, Grae Ct	~5,588 sq. yd. overlay ~3900 sq. yd. edge mill
24-ST-01-C	Curb Replacement prior to mill and overlay. Hidden Valley Dr, Willow Bend Dr, High Prairie Pl, Country View Ct	~4852 In ft. Include the storm drain inlets



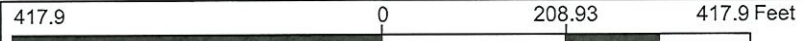
# Leavenworth County, KS



**Legend**

- Address Point
- Parcel Number
- Lot Line
- ▭ Parcel
- ⊛ City Limit Line
- ▬ Major Road
- ▬ <all other values>
- 70
- Road
- ▬ <all other values>
- PRIVATE
- + Railroad
- Section
- ▭ Section Boundaries
- ▭ County Boundary

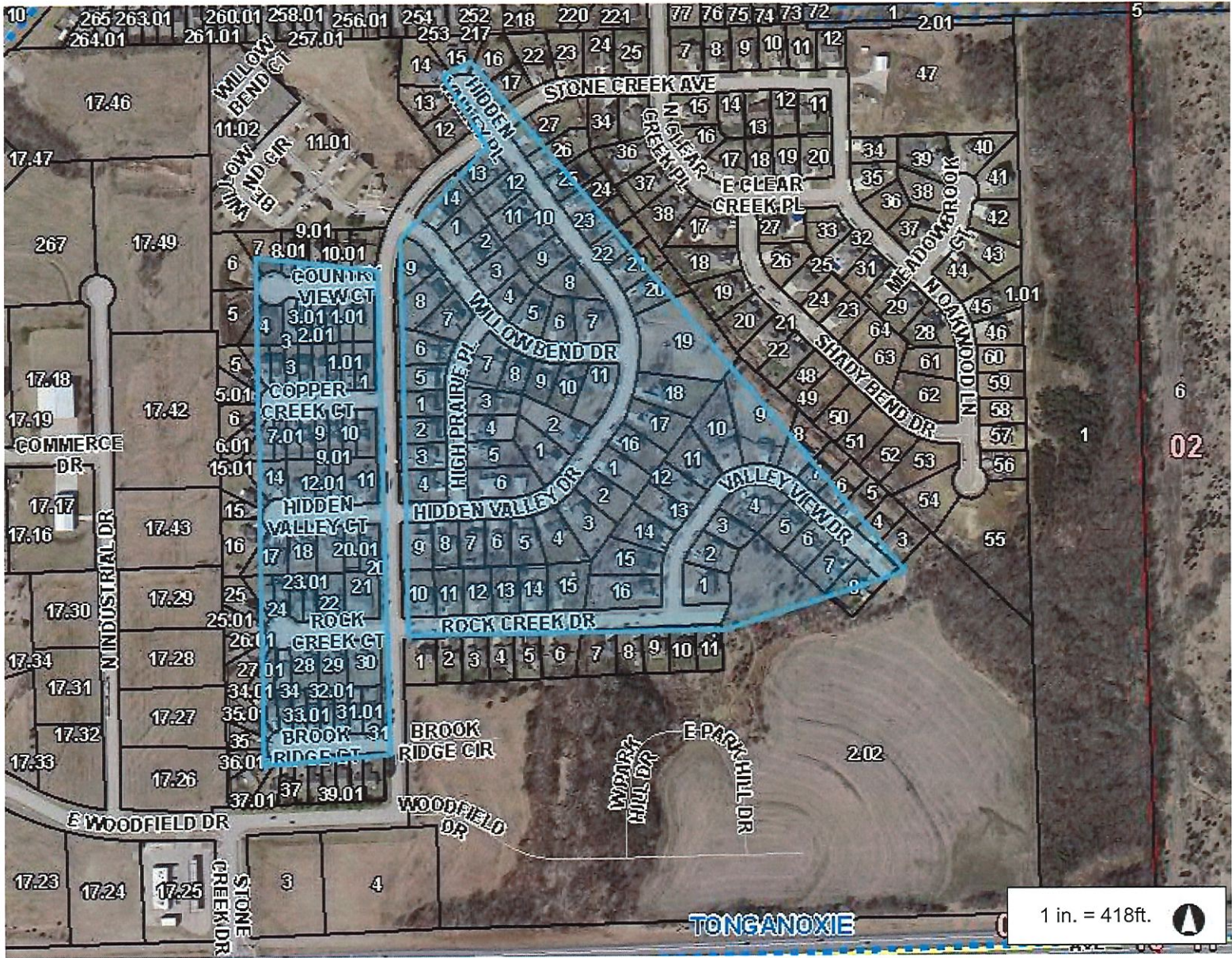
1 in. = 209ft.



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

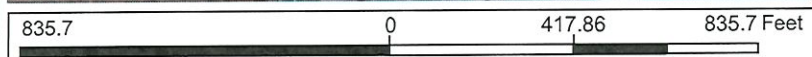
**Notes**  
MILL & OVERLAY

# Leavenworth County, KS



**Legend**

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

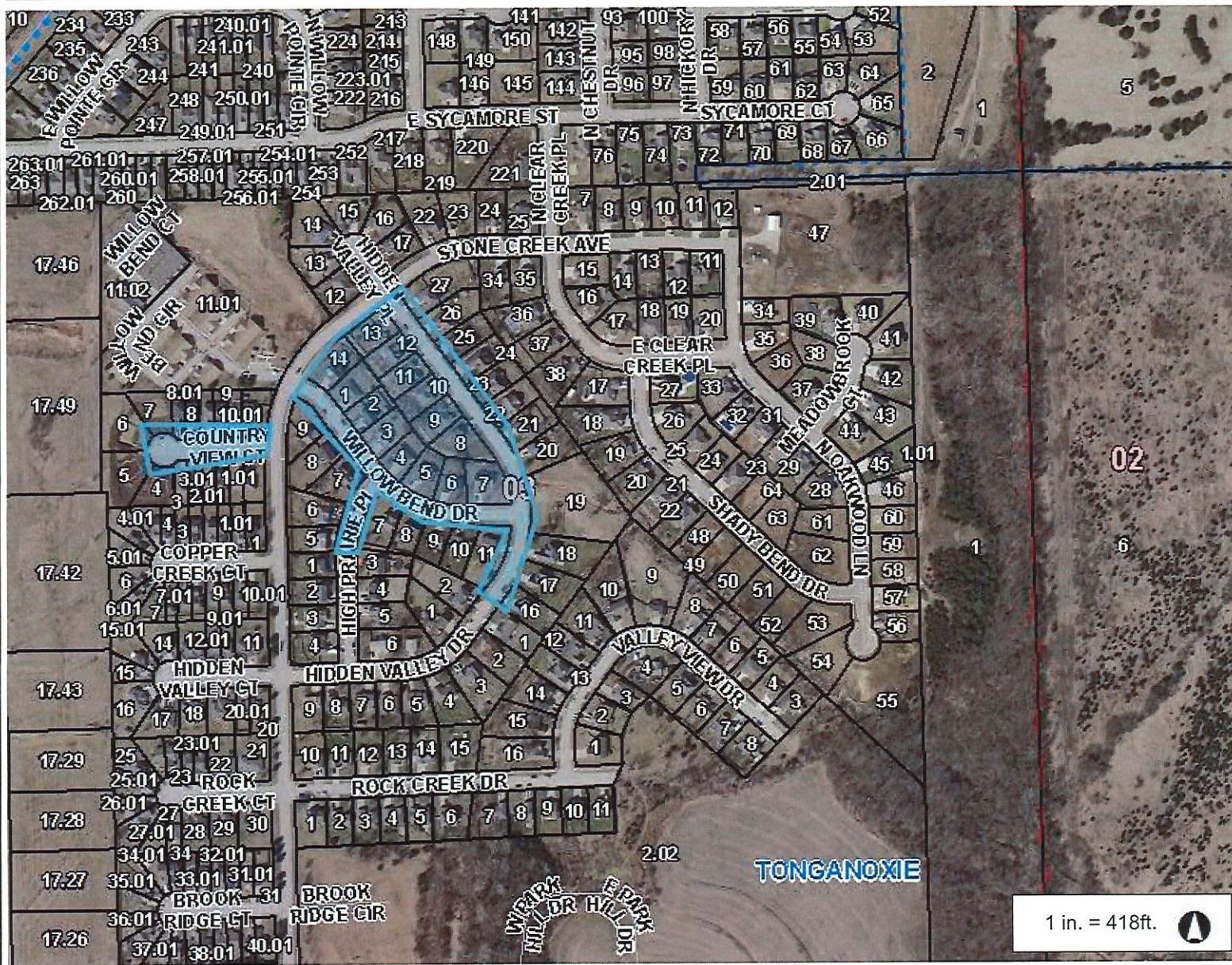


1 in. = 418ft.

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

**Notes**  
MILL & OVERLAY

# Leavenworth County, KS

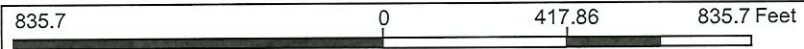


**Legend**

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

**Notes**

Curb Replacement



1 in. = 418ft.

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

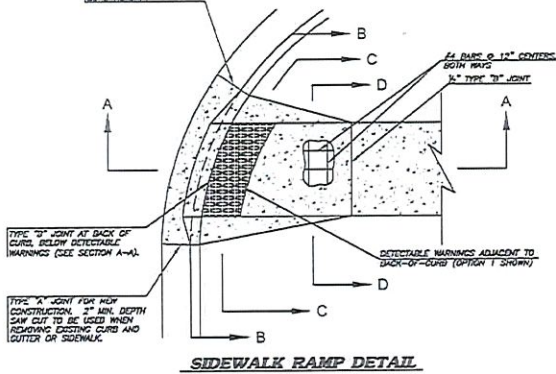
**GENERAL NOTES**

- CLASS "A" AIR-ENTRAINED PORTLAND CEMENT CONCRETE SHALL BE USED FOR ALL SIDEWALK AND SIDEWALK RAMP CONSTRUCTION.
- TYPE "A" JOINTS SHALL BE PLACED IN 5' WIDE SIDEWALKS AT 5'-0" INTERVALS. WHEN OTHER WIDTHS OF SIDEWALK ARE USED, TYPE "A" JOINTS SHALL BE PLACED AS DIRECTED BY THE CITY ENGINEER OR AN AUTHORIZED REPRESENTATIVE.
- TYPE "B" JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE SIDEWALK ADJACENT EXISTING STRUCTURES AND AT 100' INTERVALS ON LONG RUNS, OR AS DIRECTED BY THE CITY ENGINEER OR AN AUTHORIZED REPRESENTATIVE.
- THE PRICE BID FOR CONCRETE SIDEWALK SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED FOR THE COMPLETED INSTALLATION OF SIDEWALK INCLUDING ALL EXCAVATION AND COMPACTION EXCEPT AS OTHERWISE INDICATED ON THE PLANS.
- SIDEWALK RAMP SHALL BE CONSTRUCTED AT ALL LOCATIONS WHERE SIDEWALK INTERSECT NEW STREET CONSTRUCTION AND AS OTHERWISE SHOWN ON THE PLANS.
- COMPACTION OF THE SIDEWALK SUBGRADE SHALL BE TYPE B (M-90) TO A DEPTH OF 6" (MIN.).
- RESIDENTIAL DRIVE CONSTRUCTION SHALL CONFORM TO CITY STANDARDS.

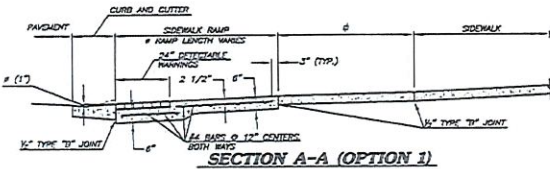
**LEGEND OF SYMBOLS**

- LANDING SLOPES SHALL BE 4:1 OR FLATTER. LANDINGS SHALL BE THE SAME WIDTH AS THE RAMP AND A MINIMUM OF 3'-0" IN LENGTH.
- RAMP SLOPES IN NEW CONSTRUCTION SHALL BE 1:21 OR FLATTER. EXISTING RAMP SLOPES ON EXISTING SITES SHALL BE 1:21 OR FLATTER. WHERE SPACE LIMITATIONS PREVENT CONSTRUCTION OF 1:21 SLOPES AT EXISTING SITES SLOPES SHALL BE AS FOLLOWS:  
 2:1 OR FLATTER FOR A MAXIMUM RISE OF 3'  
 1:21 OR FLATTER FOR A MAXIMUM RISE OF 6'

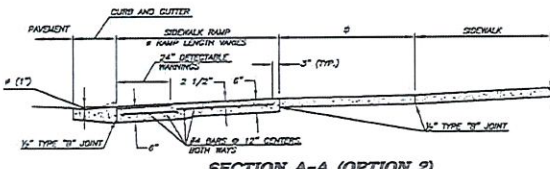
SAWCUT OR TYPE "A" JOINT TO BE RADIAL TO RADIOS POINT WHEN LOCATED IN CURB RETURN



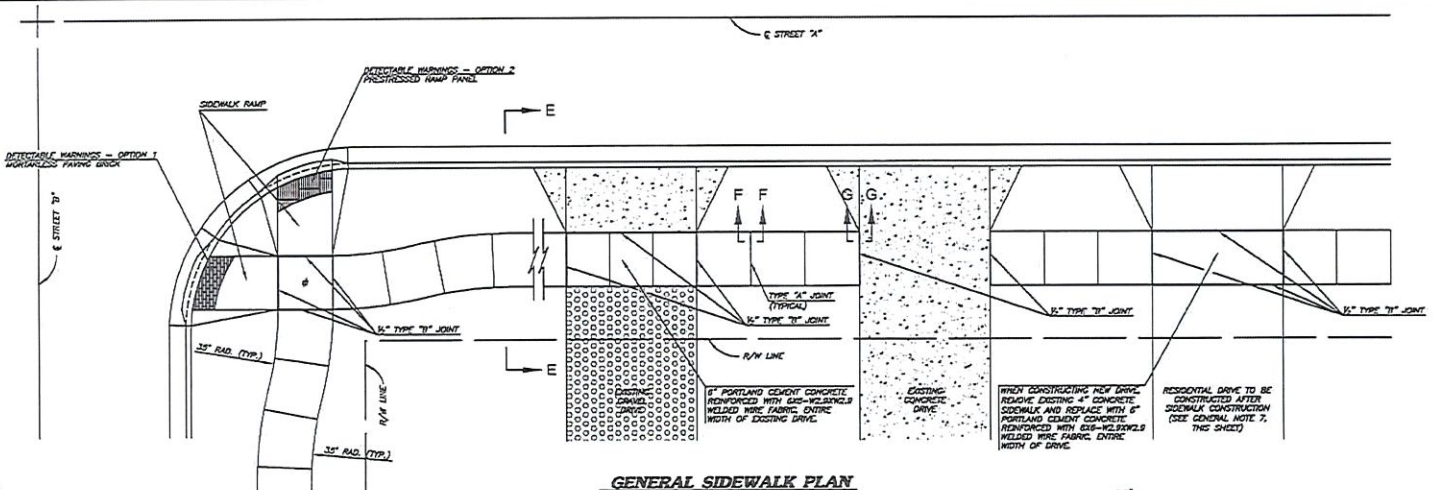
**SIDEWALK RAMP DETAIL**



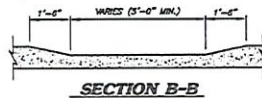
**SECTION A-A (OPTION 1)**



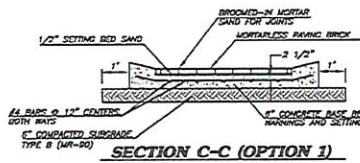
**SECTION A-A (OPTION 2)**



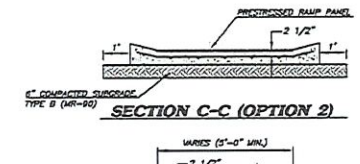
**GENERAL SIDEWALK PLAN**



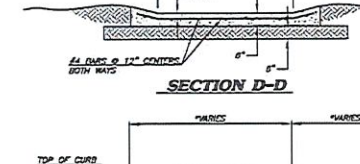
**SECTION B-B**



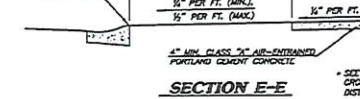
**SECTION C-C (OPTION 1)**



**SECTION C-C (OPTION 2)**

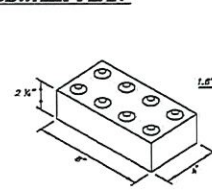


**SECTION D-D**



**SECTION E-E**

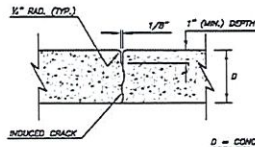
\* SEE PLAN AND PROFILE AND/OR CROSS-SECTION SHEETS FOR DISTANCES AND/OR THICKNESSES.



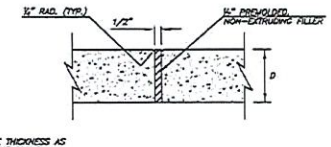
**DETECTABLE WARNINGS - OPTION 1 MORTARLESS PAVING BRICK**

ALTERNATE WARNING UNITS:

OTHER OPTION FOR DETECTABLE WARNINGS IS ACCEPTABLE WITH NO MIXING OF TYPES WITHIN AN INSTALLATION. PAVING BRICK/PRESTRESSED PANEL UNITS SHALL MEET THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE MOST STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION. THE BRICK/PANELS SHALL HAVE A TRUNCATED DOME TOP SURFACE FOR DETECTABLE WARNING TO PROCEEDING AND COMPLY WITH THE AMERICAN DISABLED ACT. THE TRUNCATED DOME SURFACE SHALL COVER THE WIDTH OF THE RAMP AND EXTEND A LENGTH OF 24" AS SHOWN ON THIS DRAWING. THE TRUNCATED DOME SURFACE SHALL BE A CONTRASTING COLOR TO THE ADJACENT SURFACES. THE INSTALLATION PATTERN SHOWN FOR THE DETECTABLE WARNING PAVING BRICK IS RUNNING BOND. OTHER PATTERNS MAY BE USED UPON THE APPROVAL OF THE CITY ENGINEER. THE TRUNCATED DOMES ON THE BRICK/PANELS SHALL ALIGN IN THE DIRECTION OF PEDESTRIAN TRAVEL. THE RUNNING BOND PATTERN MAY BE ROTATED 90° TO REDUCE THE SPACING BETWEEN THE BRICKS FOR RADAR INSTALLATIONS. THE SPACING SHALL BE KEPT TO A MINIMUM UPON REVIEW AND APPROVAL OF THE CITY ENGINEER. BRICKS/PANELS SHALL BE SAW CUT ONLY AND ANY BRICK/PANEL SHALL NOT BE LESS THAN 25% OF A FULL BRICK/PANEL.



**SECTION F-F CONSTRUCTION JOINT TYPE "A" JOINT**



**SECTION G-G CONSTRUCTION JOINT TYPE "B" JOINT**

**CITY OF TONGANOXIE, KANSAS**  
**CONCRETE SIDEWALK DETAILS**

Cecil Kingsley  
 RG Consultants, Inc.  
 City Engineer

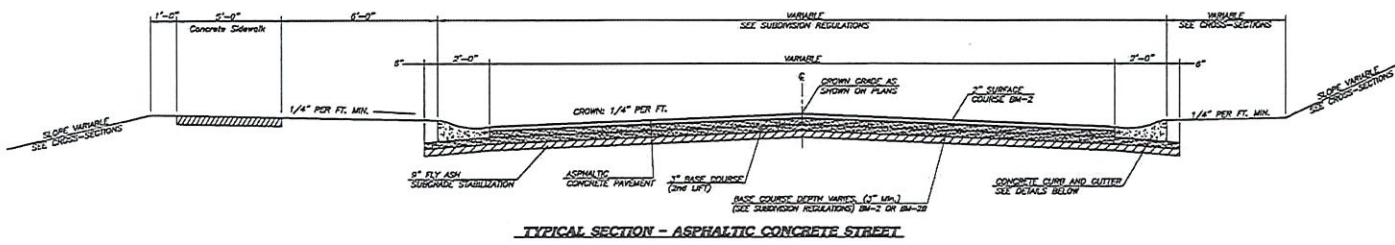
Mike Yarnoz  
 City Administrator

Original	Replace Detail Sheet dated 12/01/03	8/17/08
Rev. No.	Description	Date
	REVISIONS	

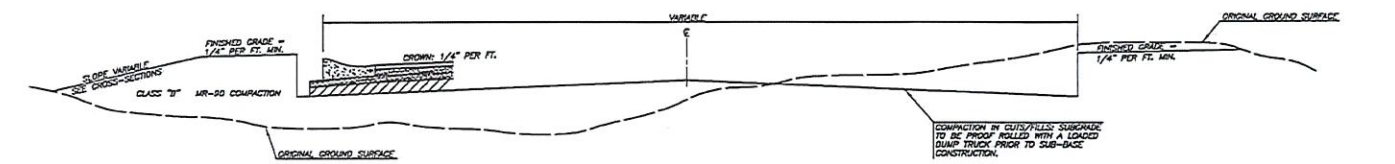
Sheet No. \_\_\_ of \_\_\_

**GENERAL NOTES**

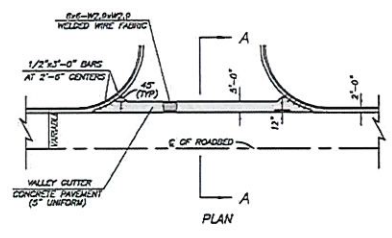
- ALL STREET SUBGRADES SHALL BE STABILIZED WITH CLASS C FLY ASH.
- THE CONTRACTOR SHALL SUBMIT VERIFICATION TO THE CITY THAT THE FLY ASH TO BE USED COMPLIES WITH THE REQUIREMENTS OF ASTM D529, E4 AND ASTM C-616, PRIOR TO STARTING ANY CONSTRUCTION.
- FLY ASH SHALL BE ADDED TO THE TOP 9 INCHES OF THE SUBGRADE SOIL AT A RATE OF TEN POUNDS ON THE MAXIMUM DRY UNIT WEIGHT OF THE SUBGRADE SOIL, AS DETERMINED BY THE STANDARD PROCTOR DENSITY PROCESS.
- THE FLY ASH/SOIL MIXTURE SHALL BE COMPACTED TO AA (OR 0-5) REQUIREMENTS AS DESCRIBED IN THE CURRENT EDITION OF THE MOST RECENT STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION SECTION 210.03 AND 210.04.
- ONLY POTABLE WATER WILL BE USED AS MIX WATER.
- BLENDED OF THE SOIL, FLY ASH AND SOIL MIXTURE SHALL BE ACCOMPLISHED BY A BOMAG MODEL MPH 100 OR ITS EQUIVALENT. THIS EQUIPMENT SHALL INJECT WATER DIRECTLY INTO THE MIXING DRUM.
- NO MORE THAN 1 HOUR SHALL ELAPSE BETWEEN THE INCORPORATION OF WATER INTO THE FLY ASH AND SOIL AND THE FINAL COMPACTED OF THE FLY ASH TREATED MATERIALS.
- INITIAL COMPACTING SHALL BE ACCOMPLISHED WITH A VIBRATORY PADFOOT ROLLER OPERATING IMMEDIATELY BEHIND THE MIXING EQUIPMENT.
- FINAL COMPACTING SHALL BE PERFORMED USING A RUBBER TIRE ROLLER TO PROVIDED UNIFORM COMPACTING AT THE SURFACE OF THE STABILIZED SECTION.
- TEMPORARY FLEES THAN 18 HOURS ON SITE STORAGE OF FLY ASH WILL BE ALLOWED PROVIDED THE FLY ASH IS KEPT DRY AT ALL TIMES PRIOR USING WITH THE SUBGRADE SOIL.
- THE CONTRACTOR SHALL PROVIDE THE CITY WITH MOISTURE TICKETS FROM CERTIFIED PLATE SCALES FOR ALL FLY ASH USED BY THE WORK.
- THE STABILIZED SUBGRADE SHALL BE CUT AND SHAPED IN CONFORMANCE WITH THE LINES AND GRADES INDICATED ON THE PLANS.
- SOFT OR YIELDING SUBGRADES SHALL BE SCARIFIED AND RECOMPACTED UNTIL IT IS UNIFORMELY STABLE.
- DURING THE SPREADING, MIXING AND COMPACTING OPERATION, THE CITY INSPECTOR SHALL BE ON SITE TO VERIFY THE FLY ASH APPLICATION RATE, THE FINAL MOISTURE CONTENT OF THE MIX PRIOR TO COMPACTING AND THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM-698 TO THE DEPTH OF 9 INCHES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING BY AN ACCREDITED GEOTECHNICAL ENGINEER FOR STANDARD PROCTOR AND MOISTURE DENSITY RESULTS. NO SUBGRADE WILL BE CONSIDERED FOR ACCEPTANCE UNTIL ALL TEST RESULTS HAVE BEEN SUBMITTED TO THE CITY.
- IF ANY PART OF THE STABILIZED SUBGRADE FAILS TO MEET THE DENSITY OR MOISTURE REQUIREMENTS IT IS TO BE REMOVED AS NECESSARY.
- WHEN SOIL TEMPERATURES ARE BETWEEN 40° F AND 50° F, ADDITIONAL MIXING AND COMPACTIVE EFFORT WILL BE REQUIRED TO ACHIEVE THE DESIRED RESULTS.
- NO STABILIZATION OPERATIONS WILL BE DONE WHEN SOIL TEMPERATURES ARE LESS THAN 40° F.
- AFTER THE FLY ASH TREATED SUBGRADE HAS BEEN FINISHED, THE SURFACE SHALL BE PROTECTED AGAINST RAPID DRYING BY MAINTAINING CONTINUOUS MOIST CONDITIONS FOR THE NEXT 96 HOURS. THE SUBGRADE SHALL BE PROTECTED USING A 25 TON LOADED TANDEM-AXEL DUMP TRUCK AFTER FINAL GRADING.
- AFTER THE 96 HOUR CURE PERIOD, THE SUBGRADE MAY BE TREATED TO LINE AND GRADE AND PROOF-ROLLED. THE PROOF-ROLLING SHALL CONSIST OF THREE CYCLES OF LOADING OVER THREE SEPARATE PASSES DOWN THE ROADWAY. IF THE TREATED SUBGRADE CANNOT SUPPORT THE AFORESAID TRUCK WITH OUT OVERLAPPING, ADDITIONAL CURE TIME WILL BE REQUIRED. AFTER SUCCESSFUL PROOF-ROLLING, THE SUBGRADE SHALL BE PAVED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING MIX DESIGNS FOR ASPHALTIC CONCRETE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. ASPHALTIC CONCRETE SHALL CONFORM TO MOST SPECIFICATIONS SECTION 1103 AND 1201 AND SHALL BE 0A-2 OR 0A-3. THE CONTRACTOR SHALL HAVE THE OPTION OF USING HOT MIX ASPHALT (HMA) CONVENTIONAL GRADE (CLASS A) MEETING THE REQUIREMENTS OF THE LATEST SPECIAL PROVISION TO THE MOST RECENT SPECIFICATIONS. HMA MIX DESIGNS SHALL CONTAIN A MAXIMUM OF 22% NATURAL SAND AND USE 2M-12.5M MIX DESIGNATION.
- MIX DESIGNS FOR SURFACE COURSES SHALL INCLUDE NOT MORE THAN 10% RECLAIMED ASPHALT PAVEMENT (RAP). MIX DESIGNS FOR BASE COURSES SHALL INCLUDE NOT MORE THAN 10% RAP.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING MIX DESIGNS FOR CONCRETE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. CONCRETE FOR CURBS AND GUTTERS AND CONCRETE PAVEMENT SHALL CONFORM TO MOST SPECIFICATIONS SECTION 402 AND 1100. DESIGN STRENGTH SHALL BE A MIN. STRENGTH OF 4000 PSI AT 28 DAYS AND AN AIR CONTENT OF 0.1/2% (±1.5%).



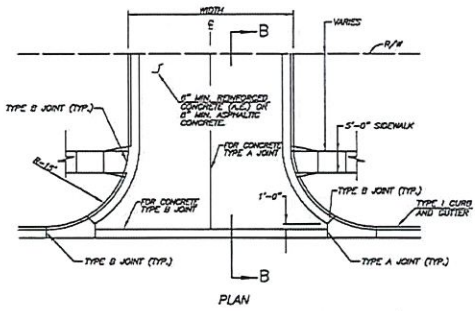
**TYPICAL SECTION - ASPHALTIC CONCRETE STREET**



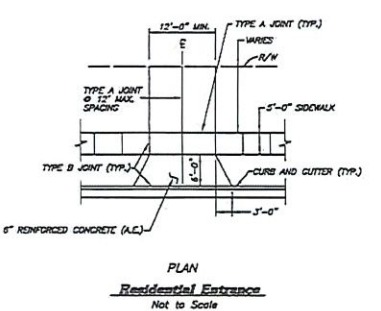
**TYPICAL SECTION - GRADING FOR ASPHALTIC CONCRETE STREET**



**SECTION A-A  
Concrete Valley Gutter  
Not to Scale**



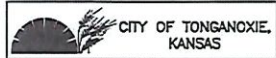
**SECTION B-B  
Commercial Entrance  
Not to Scale**



**PLAN  
Residential Entrance  
Not to Scale**

**STANDARD CONCRETE CURB AND GUTTER  
Not to Scale**

- 3/4" PRECASTED BITUMINOUS EXPANSION JOINT FILLER (NON-EXTRUDING) CUT TO DIMENSION OF CURB AND GUTTER SHALL BE USED AT A SPACING NOT EXCEEDING 100 FEET AND AT THE END OF THE CURB RETURN.
- CONCRETE JOINTS SPACED AT 10 FOOT INTERVALS. (SAW CUT ONLY.)
- CLASS "A" AIR-DRYED CONCRETE TO BE USED FOR ALL CURBS AND GUTTERS.



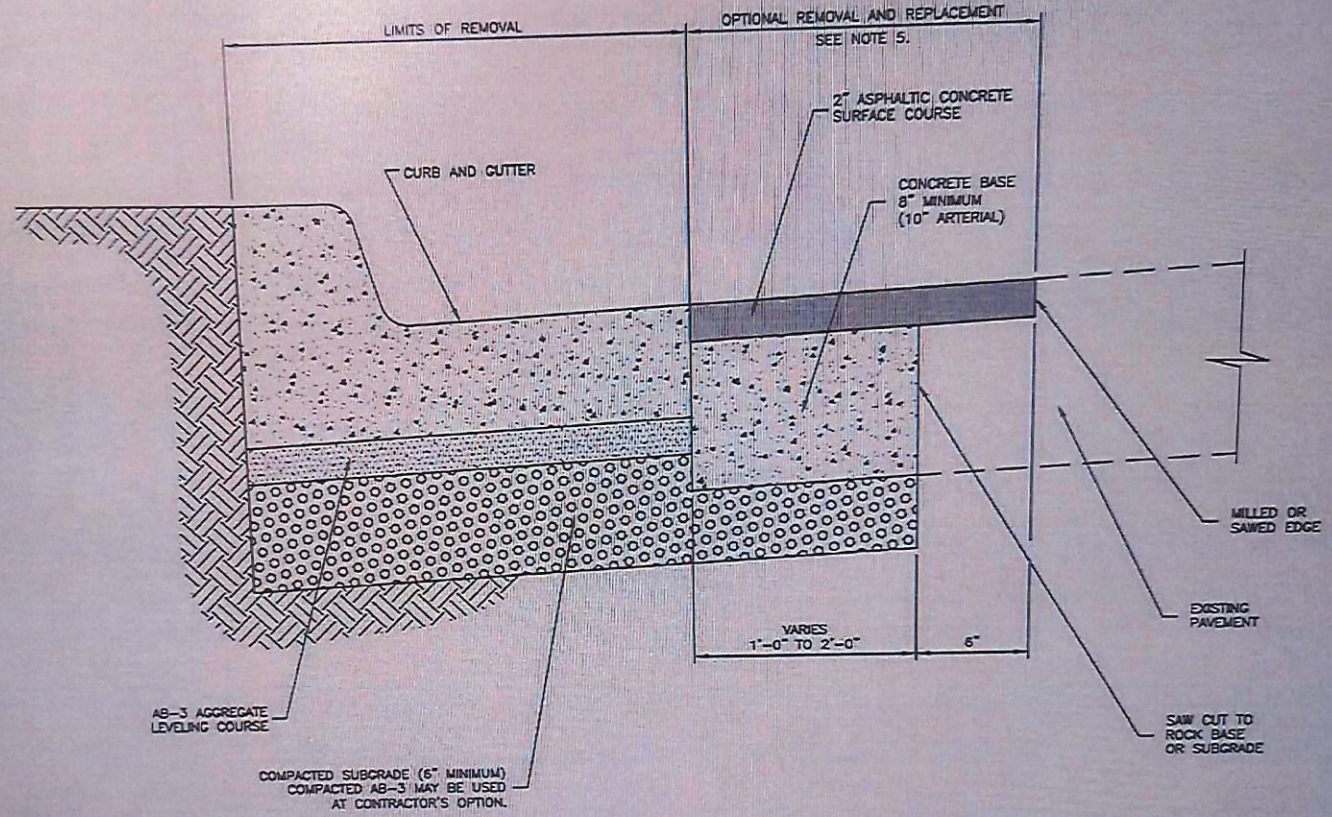
**STANDARD DETAILS FOR ASPHALTIC CONCRETE STREETS**

Cecil Kingsley  
RG Consultants, Inc.  
City Engineer

Shane Krull  
City Administrator

Revision No.	Description	Date
1	Added General Notes	5/15/09
2	Added General Notes	10/12/04
3	Modification of Commercial Entrance	10/23/05
4	Added Entrance Detail	7/1/02
5	Modification of Typical Grading Section	8/25/00
6	Modification of Typical Section under Concrete Curb	5/19/00
7	Original	5/20/97

Sheet No. \_\_\_ of \_\_\_



EMENT  
STREETS  
T STREETS



GUTTER

### CURB REPLACEMENT DETAIL

(NOTE: TO BE USED ONLY WHEN EXISTING CURB AND GUTTER IS REMOVED AND REPLACED, BUT STREET PAVEMENT REMAINS IN PLACE)

PROPOSED ROADWAY PAVEMENT  
THICKNESS FOR CONCRETE STREETS  
8" MINIMUM FOR ASPHALT STREETS



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** April 15, 2024  
**TO:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Greg Lawson, Police Chief  
**SUBJECT:** Consider Approval to paint the Tonganoxie Police Station

**DISCUSSION:**

The Police Department is requesting approval to purchase services from Andy's Roofing. This company will paint the Tonganoxie Police Department after the repair of loose/rotten siding. This expenditure was an approved initiative included in the City's 2024 annual budget, adopted by the City Council in September 2023.

Three separate contractors (One and Done, Andy's Roofing, and Dayco Painting) bid for the project, and Andy's Roofing returned with the cheapest proposal. Andy's proposal (\$8,950.00) was also less than the Council's 2024 approved budget allocation (\$10,000.00).

<b>Contractor</b>	<b>Bid</b>
One & Done	\$12,400.00
Andy's Roofing & Exteriors LLC	\$8,950.00
Dayco Painting Inc.	\$13,845.00

We ask the council to approve payment to Andy's Roofing upon completion of the project. Final payment will equate to the proposal amount of \$8,950.00. If any unforeseen repairs or add-ons arise, the remaining budget allocation would be utilized.

**BUDGET IMPACT:**

Up to \$10,000.00 of funding in the City's General Fund Police Department Budget was dedicated for maintenance and repairs of this nature at the Police Station facility.

**ACTION NEEDED:**

Make a motion that authorizes staff to hire Andy's Roofing to paint the Police Department, located at 128 East 6<sup>th</sup> Street, and to conduct necessary repairs to siding with costs of all associated services is not to exceed the 2024 budget allocation of \$10,000.00.

**ATTACHMENTS:**

Project Proposal from Andy's Roofing

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







## Office of the City Manager **AGENDA STATEMENT**

**DATE:** April 15, 2024  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** George Brajkovic, City Manager  
**SUBJECT:** 2023-2024 Compensation Study Update Report for the City of Tonganoxie and Consideration of Resolution 04-24-03: Approval of the Amended 2024 Pay Ranges for the City of Tonganoxie

### **DISCUSSION:**

In November 2023 the Tonganoxie City Council approved a contract with Logic Compensation Group, a client-focused consulting firm offering clients flexible, responsive, and highly tailored strategies and solutions in the areas of classification and compensation with particular specialty in service and cost-effective solutions for small and midsized public sector organizations. This firm completed the City's most recent comprehensive compensation and benefits evaluation and subsequently approved the recommended compensation structural changes in 2020-2021, which was the first such analysis completed by the City in at least 10 years.

Since approval of the contract, the consultants have worked closely with City staff to initiate the study, issue and analyze the compensation survey of 20 other public section organizations in the City's labor market, and issue a set of recommended changes to the City's Pay Ranges structure last amended in April 2021. Staff will deliver a more detailed presentation to the City Council at the meeting including information about the analysis process, the list of surveyed organizations, the City's existing compensation structure, the City's preferred positioning relative to the employment market, and recommended changes to the City's existing pay ranges as a result of the analysis findings.

### **BUDGET IMPACT:**

The City's 2024 Adopted Budget included funding allocated for completion of this compensation analysis and an assumption of the potential outcomes of shifts in pay ranges. The recommended amendments to the City's pay ranges will create the need to bring employees currently being paid less than the newly-established minimum pay range for their position up to the new minimum. The estimated total 2024 fiscal year financial impact (salaries & benefits) of the bring to new minimum adjustments is \$61,877 or \$94,638 on an annual budgeted cost basis. The changes would impact 14 full-time City employees (10 in the Police Department) and 13 part-time Fire Department employees. This is representative of 38% of the City's full-time employees. City staff do not propose any additional pay range penetration or other manner of compensation adjustments to some or all City employees in conjunction with the implementation of the amended pay ranges for the City. Instead, Department Directors will be able to work with the City Manager to evaluate compensation levels for employees as part of the annual performance evaluation and merit assignment procedures.

Determining the City's pay ranges in a timely manner is critical to the development of the City's 2025 operating budget, as employee salaries and benefits represent 70% of the City's General Fund expenditures and 31% of total City expenditures across all funds.

### **ACTION NEEDED:**

Make a motion to approve Resolution 04-24-03, approving the Amended 2024 Pay Ranges for the City of Tonganoxie.

### **ATTACHMENTS:**

Resolution 04-24-03: Amended 2024 Pay Ranges for the City of Tonganoxie

**cc:** Gregory Lawson, Police Chief; John Zimbelman, Fire Chief; Kent Heskett, Public Works Director  
Dan Porter, Assistant City Manager

**2024-04 Existing General Positions Pay Structure**

Grade	Minimum	Midpoint	Maximum	Min Rate	Mid Rate	Max Rate	Range Width
2	\$ 26,229	\$ 32,786	\$ 39,343	\$ 12.61	\$ 15.76	\$ 18.91	50%
3	\$ 28,196	\$ 35,245	\$ 42,293	\$ 13.56	\$ 16.94	\$ 20.33	50%
4	\$ 30,310	\$ 37,888	\$ 45,465	\$ 14.57	\$ 18.22	\$ 21.86	50%
5	\$ 32,584	\$ 40,729	\$ 48,875	\$ 15.67	\$ 19.58	\$ 23.50	50%
6	\$ 35,027	\$ 43,784	\$ 52,541	\$ 16.84	\$ 21.05	\$ 25.26	50%
7	\$ 37,654	\$ 47,068	\$ 56,482	\$ 18.10	\$ 22.63	\$ 27.15	50%
8	\$ 40,478	\$ 50,598	\$ 60,718	\$ 19.46	\$ 24.33	\$ 29.19	50%
9	\$ 43,514	\$ 54,393	\$ 65,271	\$ 20.92	\$ 26.15	\$ 31.38	50%
10	\$ 46,778	\$ 58,472	\$ 70,167	\$ 22.49	\$ 28.11	\$ 33.73	50%
11	\$ 50,988	\$ 63,735	\$ 76,482	\$ 24.51	\$ 30.64	\$ 36.77	50%
12	\$ 55,577	\$ 69,471	\$ 83,365	\$ 26.72	\$ 33.40	\$ 40.08	50%
13	\$ 60,579	\$ 75,723	\$ 90,868	\$ 29.12	\$ 36.41	\$ 43.69	50%
14	\$ 66,031	\$ 82,539	\$ 99,046	\$ 31.75	\$ 39.68	\$ 47.62	50%
15	\$ 71,974	\$ 89,967	\$ 107,960	\$ 34.60	\$ 43.25	\$ 51.90	50%
16	\$ 78,451	\$ 98,064	\$ 117,677	\$ 37.72	\$ 47.15	\$ 56.58	50%
17	\$ 85,512	\$ 106,890	\$ 128,268	\$ 41.11	\$ 51.39	\$ 61.67	50%
18	\$ 93,208	\$ 116,510	\$ 139,812	\$ 44.81	\$ 56.01	\$ 67.22	50%
19	\$ 101,597	\$ 126,996	\$ 152,395	\$ 48.84	\$ 61.06	\$ 73.27	50%
20	\$ 110,740	\$ 138,425	\$ 166,110	\$ 53.24	\$ 66.55	\$ 79.86	50%

**2024-04 Existing Police Pay Structure**

Grade	Minimum	Midpoint	Maximum	Min Rate	Mid Rate	Max Rate	Range Width
P1*	\$ 46,561	\$ 57,037	\$ 67,513	\$ 21.32	\$ 26.12	\$ 30.91	45%
P2*	\$ 50,053	\$ 61,315	\$ 72,577	\$ 22.92	\$ 28.07	\$ 33.23	45%
P3*	\$ 58,105	\$ 71,178	\$ 84,252	\$ 26.60	\$ 32.59	\$ 38.58	45%
P4*	\$ 71,145	\$ 87,153	\$ 103,160	\$ 32.58	\$ 39.91	\$ 47.23	45%

**2024-04 Existing Fire Pay Structure**

Grade	Minimum	Midpoint	Maximum	Min Rate	Mid Rate	Max Rate	Range Width
F1**	\$ 41,408	\$ 50,724	\$ 60,041	\$ 15.02	\$ 18.40	\$ 21.79	45%
F2**	\$ 54,150	\$ 66,333	\$ 78,517	\$ 19.65	\$ 24.07	\$ 28.49	45%
F3**	\$ 67,588	\$ 82,795	\$ 98,002	\$ 24.52	\$ 30.04	\$ 35.56	45%

**RESOLUTION NO. 04-24-03**

**A RESOLUTION ADOPTING THE AMENDED 2024 PAY RANGES FOR EMPLOYEES OF THE CITY OF TONGANOXIE, KANSAS.**

**WHEREAS**, the City of Tonganoxie, Kansas (the "City") adopted the Personnel Policies for the City of Tonganoxie (the "Personnel Policies") to establish rules and regulations for City employees pursuant to Code Section 1-401;

**WHEREAS**, the Personnel Policies authorize the City Manager to recommend salary modifications to the Governing Body based upon analysis of prevailing rates of pay for similar positions in comparable labor markets, cost-of-living and other factors;

**WHEREAS**, the City engaged Logic Compensation Group, LLC to perform a 2023-2024 Compensation Study and Survey (the "Compensation Study");

**WHEREAS**, based on the results of the Compensation Study, the City Manager recommends the Governing Body approve the Amended 2024 Pay Ranges for the City of Tonganoxie, attached hereto as **Exhibit A**; and

**WHEREAS**, the Governing Body has determined that it is advisable to adopt the Amended 2024 Pay Ranges for the City of Tonganoxie in order to keep the City's employee compensation plan current, uniform and equitable.

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

**Section 1.** The Governing Body hereby adopts the Amended 2024 Pay Ranges for the City of Tonganoxie.

**Section 2.** The City Manager and other officials and representatives of the City are hereby 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 take effect on \_\_\_\_\_, 202\_\_.

*[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 THIS 15<sup>TH</sup> DAY OF APRIL  
2024.**

**SEAL**

---

David Frese, Mayor

ATTEST:

---

Daniel Porter, Acting City Clerk

**EXHIBIT A**

**AMENDED 2024 PAY RANGES FOR THE CITY OF TONGANOXIE**

[To be attached.]

### Proposed General Pay Structure

Grade	Minimum	Midpoint	Maximum	Min Rate	Mid Rate	Max Rate	Range Width
1a				\$7.25	\$8.70	\$10.15	40%
1b				\$8.70	\$10.44	\$12.18	40%
1c				\$10.44	\$12.53	\$14.62	40%
1d				\$12.53	\$15.03	\$17.54	40%
2	\$28,826	\$36,032	\$43,238	\$13.86	\$17.32	\$20.79	50%
3	\$30,988	\$38,734	\$46,481	\$14.90	\$18.62	\$22.35	50%
4	\$33,311	\$41,639	\$49,967	\$16.01	\$20.02	\$24.02	50%
5	\$35,809	\$44,761	\$53,713	\$17.22	\$21.52	\$25.82	50%
6	\$38,495	\$48,119	\$57,743	\$18.51	\$23.13	\$27.76	50%
7	\$41,382	\$51,728	\$62,074	\$19.90	\$24.87	\$29.84	50%
8	\$44,485	\$55,607	\$66,729	\$21.39	\$26.73	\$32.08	50%
9	\$47,822	\$59,778	\$71,733	\$22.99	\$28.74	\$34.49	50%
10	\$51,409	\$64,261	\$77,113	\$24.72	\$30.89	\$37.07	50%
11	\$56,036	\$70,045	\$84,054	\$26.94	\$33.68	\$40.41	50%
12	\$61,079	\$76,349	\$91,618	\$29.36	\$36.71	\$44.05	50%
13	\$66,576	\$83,220	\$99,863	\$32.01	\$40.01	\$48.01	50%
14	\$72,569	\$90,710	\$108,852	\$34.89	\$43.61	\$52.33	50%
15	\$79,099	\$98,874	\$118,648	\$38.03	\$47.54	\$57.04	50%
16	\$86,218	\$107,772	\$129,327	\$41.45	\$51.81	\$62.18	50%
17	\$93,978	\$117,472	\$140,967	\$45.18	\$56.48	\$67.77	50%
18	\$102,436	\$128,044	\$153,653	\$49.25	\$61.56	\$73.87	50%
19	\$111,655	\$139,569	\$167,482	\$53.68	\$67.10	\$80.52	50%
20	\$121,703	\$152,129	\$182,555	\$58.51	\$73.14	\$87.77	50%

### Proposed Police Pay Structure

The Police Pay Structure was increased by 19.5% at the Police Officer and Police Corporal levels. The Police Sergeant and Major were adjusted based on an appropriate differential.

Grade	Minimum	Midpoint	Maximum	Min Rate	Mid Rate	Max Rate	Range Width
P1*	\$ 55,640	\$ 68,159	\$ 80,678	\$ 25.48	\$ 31.21	\$ 36.94	45%
P2*	\$ 59,813	\$ 73,271	\$ 86,730	\$ 27.39	\$ 33.55	\$ 39.71	45%
P3*	\$ 68,785	\$ 84,262	\$ 99,738	\$ 31.50	\$ 38.58	\$ 45.67	45%
P4	\$ 82,542	\$ 101,114	\$ 119,686	\$ 39.68	\$ 48.61	\$ 57.54	45%

\*Annual compensation amounts are based on 2,184 standard hours worked per year

### Proposed Fire Pay Structure

The Fire Pay Structure was increased by 9.9% which is the same increase as the General structure.

Grade	Minimum	Midpoint	Maximum	Min Rate	Mid Rate	Max Rate	Range Width
F1**	\$ 45,507	\$ 55,746	\$ 65,985	\$ 16.51	\$ 20.23	\$ 23.94	45%
F2**	\$ 48,920	\$ 59,927	\$ 70,934	\$ 17.75	\$ 21.74	\$ 25.74	45%
F3**	\$ 59,511	\$ 72,900	\$ 86,290	\$ 21.59	\$ 26.45	\$ 31.31	45%
F4	\$ 74,279	\$ 90,992	\$ 107,704	\$ 35.71	\$ 43.75	\$ 51.78	45%

\*\*Annual compensation amounts are based on 2,756 standard hours worked per year

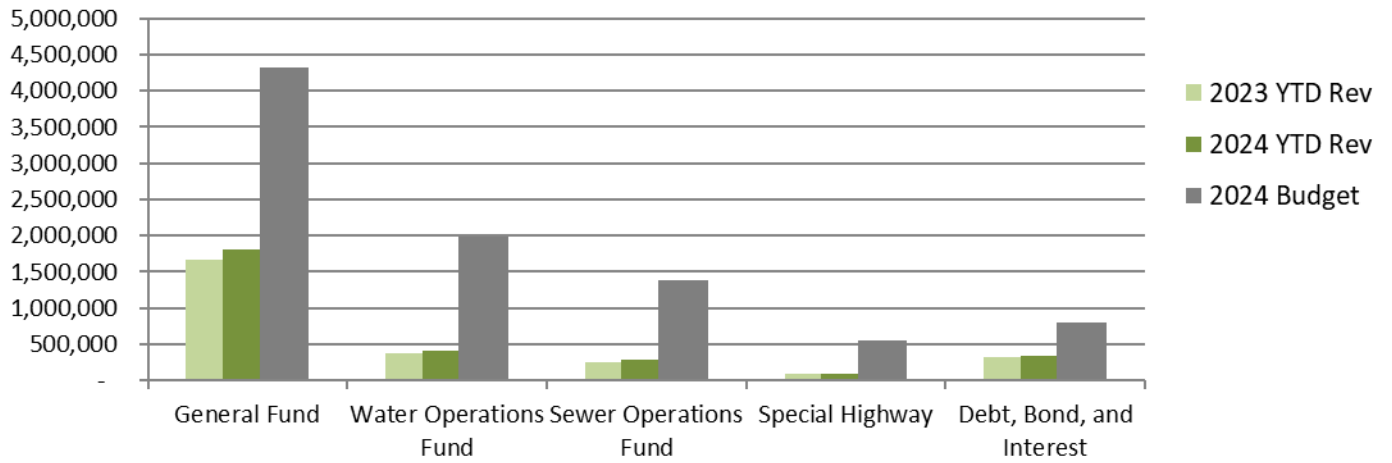
# CITY OF TONGANOXIE FINANCIAL REPORT

## MARCH 2024

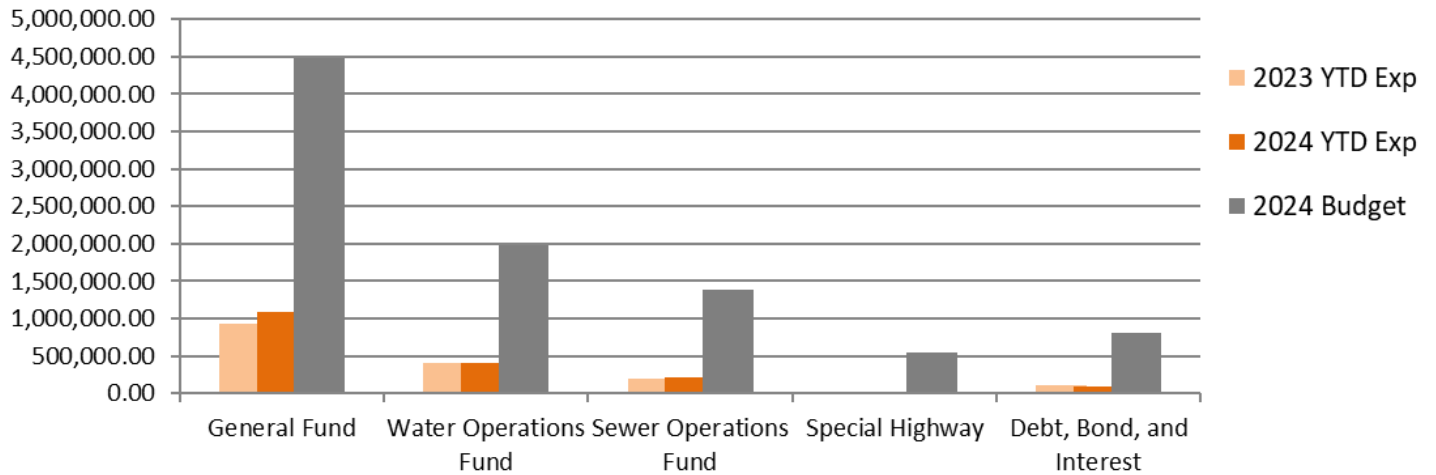
### EXECUTIVE SUMMARY

- 25% of FY 2024 completed as of March 31, 2024.
- Revenue and Expenditure Summaries for the City’s Major Funds are shown on page 2 – 3 of the financial report.
- The City completed spring interest debt service payments for FY 2024 in February & March 2024.
- The City has received five reimbursements (~45% of construction costs) from the EDA Grant for previously incurred costs utilizing the Series 202AA Temp Note proceeds in the City’s Debt Proceeds Fund. Total grant receipts to date are \$1,166,625.45. One additional reimbursement request was submitted to the EDA in March 2024 and funds are expected to be received in April 2024.
- American Rescue Plan Act (ARPA) - The City currently maintains \$611,958.42 in funding after expenditures of \$45,315 in 2024. Required reporting for “non-entitlement unit” local governments like the City of Tonganoxie was last completed in April 2023 with the next report due during April 2024. The City approved spending available ARPA funds on a majority of the cost of the design engineering contract costs for the WWTP Improvements Project starting in June 2023.
- One fund has completed mid-year budget amendments in 2024 as described below:
  - **January 22, 2024 –**
    - \$36,126 expenditure and \$28,901 revenue budget adj. to the Police Equipment Fund to account for KS Governor’s Office LSSE Grant received for PD radio equipment.
    - \$17,056.64 expenditure budget adj. to the Police Equipment Fund for additional new vehicle outfitting costs.

# Major Fund Revenues

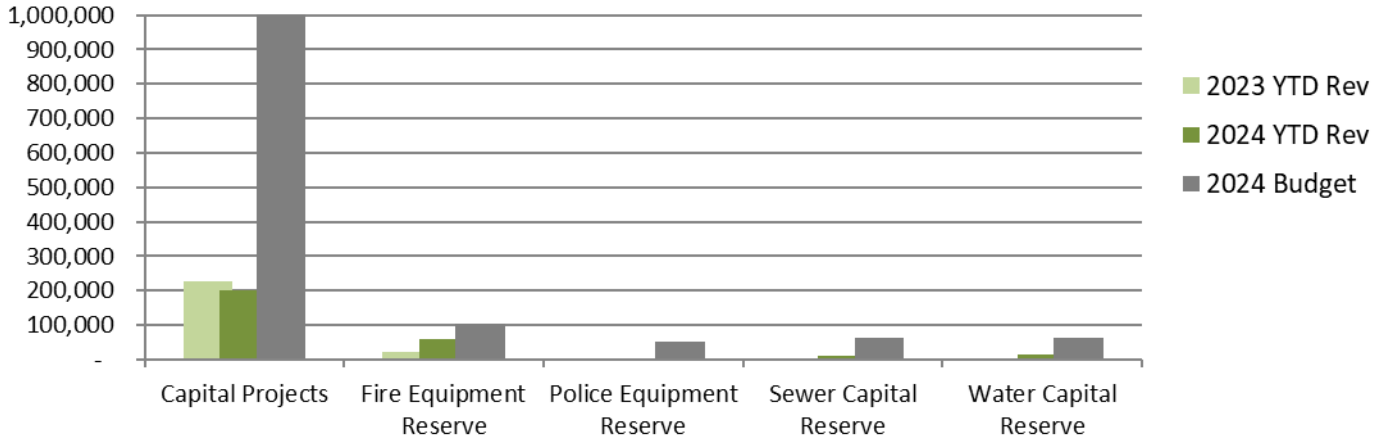


# Major Fund Expenditures

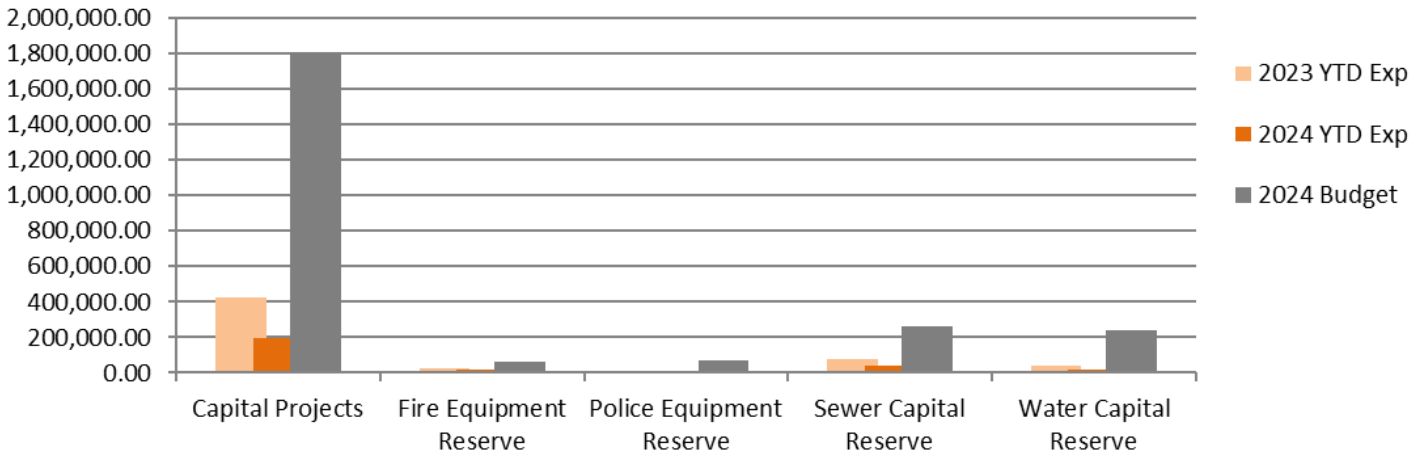




# Utility & Non-Utility Capital Funds Revenues



# Utility & Non-Utility Capital Funds Expenditures



# MAJOR REVENUES DETAIL VIEW

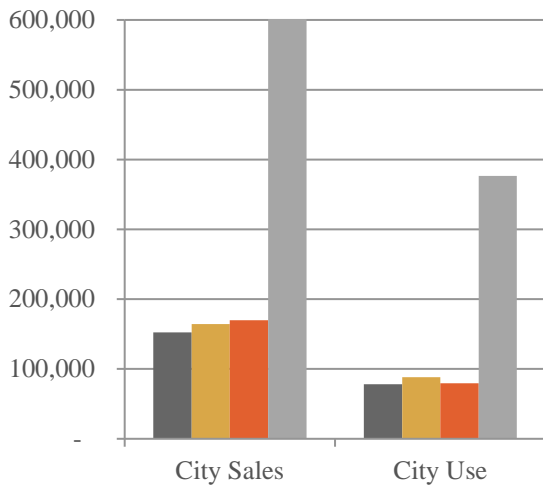
## SALES & USE TAX –

City of Tonganoxie Sales Tax Rate (9.25%) is broken down into the following elements:

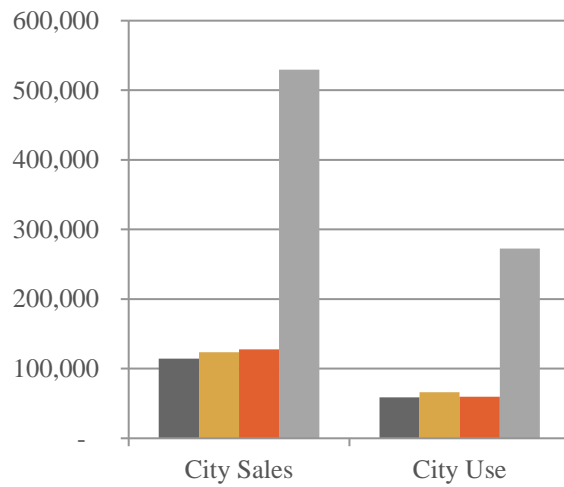
6.5% - State, 1% LV County, 1% City General Fund, 0.75% City Infrastructure General Purpose

- ☒ The receipt of the second and third monthly remittances of sales and use tax proceeds from the State of Kansas was recorded in March 2024.
- ☒ Net sales & use tax in the General Fund is less than 2% less than budget and \$3,530 less in receipts than through the same period in 2023.
- ☒ Net sales & use tax in the IST Fund is 3% less than budget and \$2,652 less in receipts than through the same period in 2023.

**General Fund (1%)**



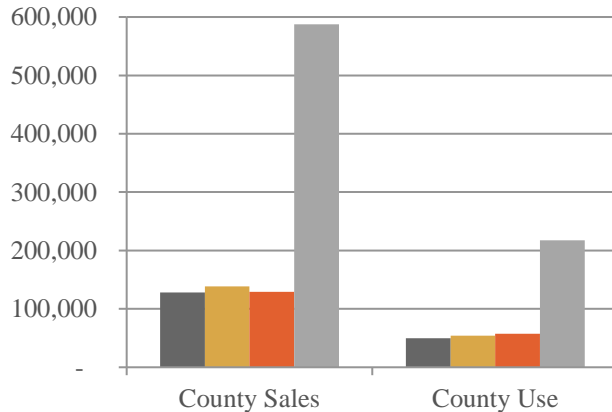
**Infrastructure Sales Tax Fund (0.75%)**



■ 2022 YTD Rev ■ 2023 YTD Rev  
 ■ 2024 YTD Rev ■ 2024 Budget

■ 2022 YTD Rev ■ 2023 YTD Rev  
 ■ 2024 YTD Rev ■ 2024 Budget

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



■ 2022 YTD Rev ■ 2023 YTD Rev  
 ■ 2024 YTD Rev ■ 2024 Budget

## 2024 BUDGET INITIATIVES

### CITY INFRASTRUCTURE & SHARE OF LEAVENWORTH COUNTY SALES TAX PROCEEDS

- \$550,000 total from the Infrastructure Sales Tax (\$200,000) and special highway funding to support a 7<sup>th</sup> consecutive year of enhanced street maintenance activities
- \$261,500 from the Infrastructure Sales Tax to support the sixth of twenty years of scheduled Library debt service payments
- \$136,000 from the City's share of the County Sales Tax and the Infrastructure Sales Tax for replacement of 4<sup>th</sup> Street Bridge – Survey & partial design completed in 2023, engineering and construction commencing in 2024 with completion projected in 2025.

### CONTINUED COMMUNITY BUILDING AND SUPPORT

- Police Station Exterior Maintenance and Improvements
- Fire Station Exterior Storage Facility
- \$20,705 for funding assistance for LCDC
- \$20,000 for funding assistance for the following community organizations:
  - Tonganoxie Business Association (\$5,000)
  - Tonganoxie Farmers Market (\$5,000)
  - Tonganoxie Arts Council (\$5,000)
  - Tonganoxie Historical Society (\$5,000)
- \$10,000 for funding assistance for community events

### UTILITY FUNDS

- Wastewater Treatment Plant Improvements – Design & construction engineering contract (\$967,100) approved in 2022. Design & construction planned for 2024 and 2025.
- \$180,000 for replacement of 2001 Loader Equipment for Public Works
- \$18,000 for purchase of Water Leak Detector and Snow Removal Equipment
- \$88,000 in Storm Water Fund for engineering assessment projects and maintenance services/projects
- \$50,000 for sewer TV inspection & maintenance activities

### OPERATIONAL RESOURCES AND STAFFING TO PROVIDE QUALITY SERVICES

- 5% annual merit pool funding available to high performing City employees
- Addition of one 24/7 scheduled part time Firefighter Position
- Addition of one Public Works Utility Operator Position
- \$115,000 for Police Department vehicles replacements (2)
- Addition of Police Department Stipend Pay
- Fire Department and Police Department Operational Budget Increases

## 2025 BUDGET DEVELOPMENT TIMELINE

- March 2024 – Spring Retreat
- May 2024 – Capital Maintenance & Improvements Plan (CMIP) City Council work session
- June 2024 – Base Budget preparation & department budget presentations
- July 2024 – Budget work sessions & notice to County Clerk of proposed mill levy & RNR
- August 2024 – Budget work sessions if needed
- August 2024 – Publication of notice of public hearings
- September 2024 – RNR & Budget Public Hearings and Potential Budget Adoption
- September 2024 – Delivery of Adopted FY 2025 Budget Forms to the Leavenworth County Clerk
- Winter 2024 – Creation of Adopted FY 2025 Budget Book – printed & published on City website  
<https://www.tonganoxie.org/finance/pages/annual-city-budgets>



City of Tonganoxie, KS

# Revenue Budget Report Summary by Subcategory

For Fiscal: 2024 Period Ending: 03/31/2024

SubCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
411 - Property Taxes	2,185,988.00	2,185,988.00	51,829.82	1,178,915.72	0.00	-1,007,072.28	46.07%
412 - Sales and Use Taxes	1,112,650.00	1,112,650.00	165,768.54	250,782.65	0.00	-861,867.35	77.46%
421 - Franchise Fees	420,000.00	420,000.00	31,659.32	123,848.48	0.00	-296,151.52	70.51%
432 - Pool Charges	161,300.00	161,300.00	0.00	624.00	0.00	-160,676.00	99.61%
441 - Business L&P	14,400.00	14,400.00	600.00	6,000.00	0.00	-8,400.00	58.33%
442 - Development L&P	62,000.00	62,000.00	1,107.00	14,674.00	0.00	-47,326.00	76.33%
443 - Individual/Miscellaneous L&P	1,800.00	1,800.00	0.00	0.00	0.00	-1,800.00	100.00%
451 - Fines	140,000.00	140,000.00	20,537.27	54,000.05	0.00	-85,999.95	61.43%
464 - Reimbursed Expenses	66,500.00	66,500.00	20,412.00	68,093.72	0.00	1,593.72	2.40%
466 - Miscellaneous Revenues	1,000.00	1,000.00	137.50	1,478.88	0.00	478.88	47.89%
471 - Interest	80,000.00	80,000.00	30,869.14	96,233.84	0.00	16,233.84	20.29%
491 - Interfund Transfers In	80,000.00	80,000.00	20,000.00	20,000.00	0.00	-60,000.00	75.00%
<b>Fund: 100 - General Fund Total:</b>	<b>4,325,638.00</b>	<b>4,325,638.00</b>	<b>342,920.59</b>	<b>1,814,651.34</b>	<b>0.00</b>	<b>-2,510,986.66</b>	<b>58.05%</b>
<b>Fund: 210 - Water Operations Fund</b>							
412 - Sales and Use Taxes	15,000.00	15,000.00	2,866.05	7,744.04	0.00	-7,255.96	48.37%
431 - Utility Charges	1,952,000.00	1,952,000.00	143,398.38	406,618.13	0.00	-1,545,381.87	79.17%
451 - Fines	300.00	300.00	20.00	20.00	0.00	-280.00	93.33%
466 - Miscellaneous Revenues	17,500.00	17,500.00	1,458.54	4,375.62	0.00	-13,124.38	75.00%
<b>Fund: 210 - Water Operations Fund Total:</b>	<b>1,984,800.00</b>	<b>1,984,800.00</b>	<b>147,742.97</b>	<b>418,757.79</b>	<b>0.00</b>	<b>-1,566,042.21</b>	<b>78.90%</b>
<b>Fund: 220 - Sewer Operations Fund</b>							
431 - Utility Charges	1,380,000.00	1,380,000.00	99,513.29	293,156.62	0.00	-1,086,843.38	78.76%
<b>Fund: 220 - Sewer Operations Fund Total:</b>	<b>1,380,000.00</b>	<b>1,380,000.00</b>	<b>99,513.29</b>	<b>293,156.62</b>	<b>0.00</b>	<b>-1,086,843.38</b>	<b>78.76%</b>
<b>Fund: 230 - Sanitation Fund</b>							
431 - Utility Charges	460,000.00	460,000.00	38,014.06	114,549.30	0.00	-345,450.70	75.10%
<b>Fund: 230 - Sanitation Fund Total:</b>	<b>460,000.00</b>	<b>460,000.00</b>	<b>38,014.06</b>	<b>114,549.30</b>	<b>0.00</b>	<b>-345,450.70</b>	<b>75.10%</b>
<b>Fund: 240 - Storm Water</b>							
431 - Utility Charges	48,700.00	48,700.00	4,071.86	12,247.09	0.00	-36,452.91	74.85%
464 - Reimbursed Expenses	56,600.00	56,600.00	0.00	0.00	0.00	-56,600.00	100.00%
<b>Fund: 240 - Storm Water Total:</b>	<b>105,300.00</b>	<b>105,300.00</b>	<b>4,071.86</b>	<b>12,247.09</b>	<b>0.00</b>	<b>-93,052.91</b>	<b>88.37%</b>
<b>Fund: 310 - Transient Guest Tax</b>							
412 - Sales and Use Taxes	1,100.00	1,100.00	0.00	355.78	0.00	-744.22	67.66%
<b>Fund: 310 - Transient Guest Tax Total:</b>	<b>1,100.00</b>	<b>1,100.00</b>	<b>0.00</b>	<b>355.78</b>	<b>0.00</b>	<b>-744.22</b>	<b>67.66%</b>

SubCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 320 - Library Operations</b>							
411 - Property Taxes	517,350.00	517,350.00	12,242.27	272,607.64	0.00	-244,742.36	47.31%
464 - Reimbursed Expenses	101,000.00	101,000.00	13,496.11	13,496.11	0.00	-87,503.89	86.64%
<b>Fund: 320 - Library Operations Total:</b>	<b>618,350.00</b>	<b>618,350.00</b>	<b>25,738.38</b>	<b>286,103.75</b>	<b>0.00</b>	<b>-332,246.25</b>	<b>53.73%</b>
<b>Fund: 330 - Special Parks</b>							
412 - Sales and Use Taxes	5,443.00	5,443.00	1,414.51	1,414.51	0.00	-4,028.49	74.01%
466 - Miscellaneous Revenues	1,557.00	1,557.00	0.00	0.00	0.00	-1,557.00	100.00%
<b>Fund: 330 - Special Parks Total:</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>1,414.51</b>	<b>1,414.51</b>	<b>0.00</b>	<b>-5,585.49</b>	<b>79.79%</b>
<b>Fund: 340 - Special Highway</b>							
414 - Fuel Tax	166,790.00	166,790.00	4,884.56	43,902.43	0.00	-122,887.57	73.68%
442 - Development L&P	40,000.00	40,000.00	0.00	4,318.02	0.00	-35,681.98	89.20%
464 - Reimbursed Expenses	143,210.00	143,210.00	0.00	0.00	0.00	-143,210.00	100.00%
491 - Interfund Transfers In	200,000.00	200,000.00	50,000.00	50,000.00	0.00	-150,000.00	75.00%
<b>Fund: 340 - Special Highway Total:</b>	<b>550,000.00</b>	<b>550,000.00</b>	<b>54,884.56</b>	<b>98,220.45</b>	<b>0.00</b>	<b>-451,779.55</b>	<b>82.14%</b>
<b>Fund: 350 - Infrastructure Sales Tax</b>							
412 - Sales and Use Taxes	802,200.00	802,200.00	123,481.40	187,353.64	0.00	-614,846.36	76.65%
<b>Fund: 350 - Infrastructure Sales Tax Total:</b>	<b>802,200.00</b>	<b>802,200.00</b>	<b>123,481.40</b>	<b>187,353.64</b>	<b>0.00</b>	<b>-614,846.36</b>	<b>76.65%</b>
<b>Fund: 360 - Capital Projects</b>							
412 - Sales and Use Taxes	805,000.00	805,000.00	122,490.22	187,059.76	0.00	-617,940.24	76.76%
464 - Reimbursed Expenses	867,613.00	867,613.00	0.00	12,216.67	0.00	-855,396.33	98.59%
491 - Interfund Transfers In	136,000.00	136,000.00	0.00	0.00	0.00	-136,000.00	100.00%
<b>Fund: 360 - Capital Projects Total:</b>	<b>1,808,613.00</b>	<b>1,808,613.00</b>	<b>122,490.22</b>	<b>199,276.43</b>	<b>0.00</b>	<b>-1,609,336.57</b>	<b>88.98%</b>
<b>Fund: 410 - Fire Equipment Reserve</b>							
431 - Utility Charges	93,000.00	93,000.00	7,842.38	23,642.71	0.00	-69,357.29	74.58%
463 - Other Grants	10,000.00	10,000.00	0.00	34,971.76	0.00	24,971.76	249.72%
<b>Fund: 410 - Fire Equipment Reserve Total:</b>	<b>103,000.00</b>	<b>103,000.00</b>	<b>7,842.38</b>	<b>58,614.47</b>	<b>0.00</b>	<b>-44,385.53</b>	<b>43.09%</b>
<b>Fund: 420 - Police Equipment Reserve</b>							
441 - Business L&P	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	100.00%
463 - Other Grants	2,000.00	30,901.00	0.00	1,006.68	0.00	-29,894.32	96.74%
464 - Reimbursed Expenses	0.00	0.00	0.00	938.87	0.00	938.87	0.00%
465 - Sale of Assets	8,000.00	8,000.00	0.00	0.00	0.00	-8,000.00	100.00%
466 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	0.00	-5,000.00	100.00%
628 - Other Contractual Services	6,000.00	6,000.00	720.00	1,820.00	0.00	-4,180.00	69.67%
<b>Fund: 420 - Police Equipment Reserve Total:</b>	<b>23,000.00</b>	<b>51,901.00</b>	<b>720.00</b>	<b>3,765.55</b>	<b>0.00</b>	<b>-48,135.45</b>	<b>92.74%</b>
<b>Fund: 430 - Sewer Capital Reserve</b>							
431 - Utility Charges	62,500.00	62,500.00	0.00	12,000.00	0.00	-50,500.00	80.80%
<b>Fund: 430 - Sewer Capital Reserve Total:</b>	<b>62,500.00</b>	<b>62,500.00</b>	<b>0.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>-50,500.00</b>	<b>80.80%</b>
<b>Fund: 440 - Water Capital Reserve</b>							
431 - Utility Charges	62,500.00	62,500.00	0.00	15,500.00	0.00	-47,000.00	75.20%

For Fiscal: 2024 Period Ending: 03/31/2024

SubCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 440 - Water Capital Reserve Total:</b>	<b>62,500.00</b>	<b>62,500.00</b>	<b>0.00</b>	<b>15,500.00</b>	<b>0.00</b>	<b>-47,000.00</b>	<b>75.20%</b>
<b>Fund: 500 - Debt, Bond, and Interest</b>							
411 - Property Taxes	523,245.00	523,245.00	13,129.03	283,146.64	0.00	-240,098.36	45.89%
464 - Reimbursed Expenses	17,136.00	17,136.00	0.00	0.00	0.00	-17,136.00	100.00%
491 - Interfund Transfers In	261,500.00	261,500.00	65,375.00	65,375.00	0.00	-196,125.00	75.00%
<b>Fund: 500 - Debt, Bond, and Interest Total:</b>	<b>801,881.00</b>	<b>801,881.00</b>	<b>78,504.03</b>	<b>348,521.64</b>	<b>0.00</b>	<b>-453,359.36</b>	<b>56.54%</b>
<b>Report Total:</b>	<b>13,095,882.00</b>	<b>13,124,783.00</b>	<b>1,047,338.25</b>	<b>3,864,488.36</b>	<b>0.00</b>	<b>-9,260,294.64</b>	<b>70.56%</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
100 - General Fund	4,325,638.00	4,325,638.00	342,920.59	1,814,651.34	0.00	-2,510,986.66	58.05%
210 - Water Operations Fund	1,984,800.00	1,984,800.00	147,742.97	418,757.79	0.00	-1,566,042.21	78.90%
220 - Sewer Operations Fund	1,380,000.00	1,380,000.00	99,513.29	293,156.62	0.00	-1,086,843.38	78.76%
230 - Sanitation Fund	460,000.00	460,000.00	38,014.06	114,549.30	0.00	-345,450.70	75.10%
240 - Storm Water	105,300.00	105,300.00	4,071.86	12,247.09	0.00	-93,052.91	88.37%
310 - Transient Guest Tax	1,100.00	1,100.00	0.00	355.78	0.00	-744.22	67.66%
320 - Library Operations	618,350.00	618,350.00	25,738.38	286,103.75	0.00	-332,246.25	53.73%
330 - Special Parks	7,000.00	7,000.00	1,414.51	1,414.51	0.00	-5,585.49	79.79%
340 - Special Highway	550,000.00	550,000.00	54,884.56	98,220.45	0.00	-451,779.55	82.14%
350 - Infrastructure Sales Tax	802,200.00	802,200.00	123,481.40	187,353.64	0.00	-614,846.36	76.65%
360 - Capital Projects	1,808,613.00	1,808,613.00	122,490.22	199,276.43	0.00	-1,609,336.57	88.98%
410 - Fire Equipment Reserve	103,000.00	103,000.00	7,842.38	58,614.47	0.00	-44,385.53	43.09%
420 - Police Equipment Reserve	23,000.00	51,901.00	720.00	3,765.55	0.00	-48,135.45	92.74%
430 - Sewer Capital Reserve	62,500.00	62,500.00	0.00	12,000.00	0.00	-50,500.00	80.80%
440 - Water Capital Reserve	62,500.00	62,500.00	0.00	15,500.00	0.00	-47,000.00	75.20%
500 - Debt, Bond, and Interest	801,881.00	801,881.00	78,504.03	348,521.64	0.00	-453,359.36	56.54%
<b>Report Total:</b>	<b>13,095,882.00</b>	<b>13,124,783.00</b>	<b>1,047,338.25</b>	<b>3,864,488.36</b>	<b>0.00</b>	<b>-9,260,294.64</b>	<b>70.56%</b>





City of Tonganoxie, KS

# Expenditure Budget Report Summary by Category

For Fiscal: 2024 Period Ending: 03/31/2024

Category...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
61 - Personal Services	3,114,502.00	3,114,502.00	199,679.53	808,036.86	0.00	2,306,465.14	74.06%
62 - Contractual Services	958,555.00	958,555.00	74,218.68	239,834.10	0.00	718,720.90	74.98%
63 - Commodities	244,800.00	244,800.00	8,350.97	27,675.89	0.00	217,124.11	88.69%
64 - Capital Outlay	154,550.00	154,550.00	1,063.99	11,564.20	0.00	142,985.80	92.52%
<b>Fund: 100 - General Fund Total:</b>	<b>4,472,407.00</b>	<b>4,472,407.00</b>	<b>283,313.17</b>	<b>1,087,111.05</b>	<b>0.00</b>	<b>3,385,295.95</b>	<b>75.69%</b>
<b>Fund: 210 - Water Operations Fund</b>							
61 - Personal Services	548,084.00	548,084.00	45,673.66	137,020.98	0.00	411,063.02	75.00%
62 - Contractual Services	1,074,500.00	1,074,500.00	59,310.83	176,729.20	0.00	897,770.80	83.55%
63 - Commodities	85,500.00	85,500.00	3,807.78	11,191.72	0.00	74,308.28	86.91%
64 - Capital Outlay	34,000.00	34,000.00	0.00	20,944.46	0.00	13,055.54	38.40%
68 - Debt Service	202,716.00	202,716.00	35,105.00	39,933.00	0.00	162,783.00	80.30%
69 - Transfers	40,000.00	40,000.00	10,000.00	10,000.00	0.00	30,000.00	75.00%
<b>Fund: 210 - Water Operations Fund Total:</b>	<b>1,984,800.00</b>	<b>1,984,800.00</b>	<b>153,897.27</b>	<b>395,819.36</b>	<b>0.00</b>	<b>1,588,980.64</b>	<b>80.06%</b>
<b>Fund: 220 - Sewer Operations Fund</b>							
61 - Personal Services	424,290.00	424,290.00	35,357.50	106,072.50	0.00	318,217.50	75.00%
62 - Contractual Services	305,000.00	305,000.00	11,697.01	30,637.61	0.00	274,362.39	89.95%
63 - Commodities	75,000.00	75,000.00	3,804.51	8,116.52	0.00	66,883.48	89.18%
64 - Capital Outlay	30,000.00	30,000.00	0.00	30,076.47	0.00	-76.47	-0.25%
68 - Debt Service	505,710.00	505,710.00	0.00	18,230.00	0.00	487,480.00	96.40%
69 - Transfers	40,000.00	40,000.00	10,000.00	10,000.00	0.00	30,000.00	75.00%
<b>Fund: 220 - Sewer Operations Fund Total:</b>	<b>1,380,000.00</b>	<b>1,380,000.00</b>	<b>60,859.02</b>	<b>203,133.10</b>	<b>0.00</b>	<b>1,176,866.90</b>	<b>85.28%</b>
<b>Fund: 230 - Sanitation Fund</b>							
62 - Contractual Services	460,000.00	460,000.00	1,113.44	100,582.87	0.00	359,417.13	78.13%
<b>Fund: 230 - Sanitation Fund Total:</b>	<b>460,000.00</b>	<b>460,000.00</b>	<b>1,113.44</b>	<b>100,582.87</b>	<b>0.00</b>	<b>359,417.13</b>	<b>78.13%</b>
<b>Fund: 240 - Storm Water</b>							
62 - Contractual Services	100,300.00	100,300.00	3,557.50	6,689.50	0.00	93,610.50	93.33%
63 - Commodities	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
<b>Fund: 240 - Storm Water Total:</b>	<b>105,300.00</b>	<b>105,300.00</b>	<b>3,557.50</b>	<b>6,689.50</b>	<b>0.00</b>	<b>98,610.50</b>	<b>93.65%</b>
<b>Fund: 310 - Transient Guest Tax</b>							
62 - Contractual Services	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.00%
<b>Fund: 310 - Transient Guest Tax Total:</b>	<b>1,100.00</b>	<b>1,100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,100.00</b>	<b>100.00%</b>
<b>Fund: 320 - Library Operations</b>							
61 - Personal Services	90,000.00	90,000.00	4,105.51	15,584.09	0.00	74,415.91	82.68%

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
62 - Contractual Services	528,350.00	528,350.00	12,242.27	272,607.64	0.00	255,742.36	48.40%
<b>Fund: 320 - Library Operations Total:</b>	<b>618,350.00</b>	<b>618,350.00</b>	<b>16,347.78</b>	<b>288,191.73</b>	<b>0.00</b>	<b>330,158.27</b>	<b>53.39%</b>
<b>Fund: 330 - Special Parks</b>							
62 - Contractual Services	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00%
63 - Commodities	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
<b>Fund: 330 - Special Parks Total:</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,000.00</b>	<b>100.00%</b>
<b>Fund: 340 - Special Highway</b>							
62 - Contractual Services	550,000.00	550,000.00	0.00	0.00	0.00	550,000.00	100.00%
<b>Fund: 340 - Special Highway Total:</b>	<b>550,000.00</b>	<b>550,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>550,000.00</b>	<b>100.00%</b>
<b>Fund: 350 - Infrastructure Sales Tax</b>							
69 - Transfers	597,500.00	597,500.00	115,375.00	115,375.00	0.00	482,125.00	80.69%
<b>Fund: 350 - Infrastructure Sales Tax Total:</b>	<b>597,500.00</b>	<b>597,500.00</b>	<b>115,375.00</b>	<b>115,375.00</b>	<b>0.00</b>	<b>482,125.00</b>	<b>80.69%</b>
<b>Fund: 360 - Capital Projects</b>							
62 - Contractual Services	295,000.00	295,000.00	21,250.00	30,875.00	0.00	264,125.00	89.53%
63 - Commodities	71,000.00	71,000.00	7,667.20	7,667.20	0.00	63,332.80	89.20%
64 - Capital Outlay	1,420,000.00	1,420,000.00	0.00	144,531.54	0.00	1,275,468.46	89.82%
68 - Debt Service	22,613.00	22,613.00	11,306.41	11,306.41	0.00	11,306.59	50.00%
<b>Fund: 360 - Capital Projects Total:</b>	<b>1,808,613.00</b>	<b>1,808,613.00</b>	<b>40,223.61</b>	<b>194,380.15</b>	<b>0.00</b>	<b>1,614,232.85</b>	<b>89.25%</b>
<b>Fund: 410 - Fire Equipment Reserve</b>							
64 - Capital Outlay	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
68 - Debt Service	34,693.00	34,693.00	17,346.17	17,346.17	0.00	17,346.83	50.00%
<b>Fund: 410 - Fire Equipment Reserve Total:</b>	<b>59,693.00</b>	<b>59,693.00</b>	<b>17,346.17</b>	<b>17,346.17</b>	<b>0.00</b>	<b>42,346.83</b>	<b>70.94%</b>
<b>Fund: 420 - Police Equipment Reserve</b>							
63 - Commodities	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
64 - Capital Outlay	11,000.00	64,182.64	0.00	0.00	0.00	64,182.64	100.00%
<b>Fund: 420 - Police Equipment Reserve Total:</b>	<b>17,000.00</b>	<b>70,182.64</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>70,182.64</b>	<b>100.00%</b>
<b>Fund: 430 - Sewer Capital Reserve</b>							
62 - Contractual Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
64 - Capital Outlay	250,000.00	250,000.00	0.00	40,000.00	0.00	210,000.00	84.00%
<b>Fund: 430 - Sewer Capital Reserve Total:</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>0.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>220,000.00</b>	<b>84.62%</b>
<b>Fund: 440 - Water Capital Reserve</b>							
62 - Contractual Services	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
64 - Capital Outlay	220,000.00	220,000.00	0.00	20,110.84	0.00	199,889.16	90.86%
<b>Fund: 440 - Water Capital Reserve Total:</b>	<b>240,000.00</b>	<b>240,000.00</b>	<b>0.00</b>	<b>20,110.84</b>	<b>0.00</b>	<b>219,889.16</b>	<b>91.62%</b>
<b>Fund: 500 - Debt, Bond, and Interest</b>							
68 - Debt Service	801,881.00	801,881.00	8,857.10	91,215.35	0.00	710,665.65	88.62%
<b>Fund: 500 - Debt, Bond, and Interest Total:</b>	<b>801,881.00</b>	<b>801,881.00</b>	<b>8,857.10</b>	<b>91,215.35</b>	<b>0.00</b>	<b>710,665.65</b>	<b>88.62%</b>
<b>Report Total:</b>	<b>13,363,644.00</b>	<b>13,416,826.64</b>	<b>700,890.06</b>	<b>2,559,955.12</b>	<b>0.00</b>	<b>10,856,871.52</b>	<b>80.92%</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
100 - General Fund	4,472,407.00	4,472,407.00	283,313.17	1,087,111.05	0.00	3,385,295.95	75.69%
210 - Water Operations Fund	1,984,800.00	1,984,800.00	153,897.27	395,819.36	0.00	1,588,980.64	80.06%
220 - Sewer Operations Fund	1,380,000.00	1,380,000.00	60,859.02	203,133.10	0.00	1,176,866.90	85.28%
230 - Sanitation Fund	460,000.00	460,000.00	1,113.44	100,582.87	0.00	359,417.13	78.13%
240 - Storm Water	105,300.00	105,300.00	3,557.50	6,689.50	0.00	98,610.50	93.65%
310 - Transient Guest Tax	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.00%
320 - Library Operations	618,350.00	618,350.00	16,347.78	288,191.73	0.00	330,158.27	53.39%
330 - Special Parks	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	100.00%
340 - Special Highway	550,000.00	550,000.00	0.00	0.00	0.00	550,000.00	100.00%
350 - Infrastructure Sales Tax	597,500.00	597,500.00	115,375.00	115,375.00	0.00	482,125.00	80.69%
360 - Capital Projects	1,808,613.00	1,808,613.00	40,223.61	194,380.15	0.00	1,614,232.85	89.25%
410 - Fire Equipment Reserve	59,693.00	59,693.00	17,346.17	17,346.17	0.00	42,346.83	70.94%
420 - Police Equipment Reserve	17,000.00	70,182.64	0.00	0.00	0.00	70,182.64	100.00%
430 - Sewer Capital Reserve	260,000.00	260,000.00	0.00	40,000.00	0.00	220,000.00	84.62%
440 - Water Capital Reserve	240,000.00	240,000.00	0.00	20,110.84	0.00	219,889.16	91.62%
500 - Debt, Bond, and Interest	801,881.00	801,881.00	8,857.10	91,215.35	0.00	710,665.65	88.62%
<b>Report Total:</b>	<b>13,363,644.00</b>	<b>13,416,826.64</b>	<b>700,890.06</b>	<b>2,559,955.12</b>	<b>0.00</b>	<b>10,856,871.52</b>	<b>80.92%</b>



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	1,925,007.10	1,814,651.34	1,087,111.05	2,652,547.39
210 - Water Operations Fund	709,393.39	418,757.79	395,819.36	732,331.82
220 - Sewer Operations Fund	586,160.58	293,156.62	203,133.10	676,184.10
230 - Sanitation Fund	284,145.77	114,549.30	100,582.87	298,112.20
240 - Storm Water	99,115.77	12,247.09	6,689.50	104,673.36
310 - Transient Guest Tax	9,301.94	355.78	0.00	9,657.72
320 - Library Operations	11,657.95	286,103.75	288,191.73	9,569.97
330 - Special Parks	19,837.29	1,414.51	0.00	21,251.80
340 - Special Highway	661,530.30	98,220.45	0.00	759,750.75
350 - Infrastructure Sales Tax	1,108,236.68	187,353.64	115,375.00	1,180,215.32
360 - Capital Projects	1,941,578.98	199,276.43	194,380.15	1,946,475.26
410 - Fire Equipment Reserve	200,121.37	58,614.47	17,346.17	241,389.67
420 - Police Equipment Reserve	50,219.04	3,765.55	0.00	53,984.59
430 - Sewer Capital Reserve	536,605.82	12,000.00	40,000.00	508,605.82
440 - Water Capital Reserve	366,756.88	15,500.00	20,110.84	362,146.04
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	249,347.86	348,521.64	91,215.35	506,654.15
930 - Debt Proceeds	631,264.78	13,342.40	0.00	644,607.18
940 - Gallagher Park Fund	8,031.59	0.00	0.00	8,031.59
950 - Festival/Event Fund	4,404.80	0.00	0.00	4,404.80
960 - Law Enforcement Trust	0.00	0.00	0.00	0.00
961 - Opioid Addiction Fund	17,280.08	0.00	0.00	17,280.08
971 - RHID 1	478.56	9,638.37	0.00	10,116.93
972 - RHID 2	3,820.31	23,554.14	0.00	27,374.45
980 - Industrial Park Development Fund	198,923.42	0.00	2,200.62	196,722.80
984 - ARPA Fund	657,273.42	0.00	45,315.00	611,958.42
985 - MIH Grant Fund	0.00	100,000.00	100,000.00	0.00
<b>Report Total:</b>	<b>10,281,408.71</b>	<b>4,011,023.27</b>	<b>2,707,470.74</b>	<b>11,584,961.24</b>

**CITY OF TONGANOXIE, KANSAS**  
**SUMMARY OF RECEIPTS, DISBURSEMENTS & CASH BALANCES**  
**FOR 1ST QUARTER ENDED MARCH 31, 2024**

	1/1/2024				3/31/2024	
	BEGIN. BALANCE		RECEIPTS	DISBURSEMENTS	ENDING BALANCE	
GENERAL	\$ 1,925,007	\$	1,814,651	\$	1,087,111	\$ 2,652,547
<b>Enterprise Funds</b>						
WATER	\$ 709,393	\$	418,758	\$	395,819	\$ 732,332
SEWER	\$ 586,161	\$	293,157	\$	203,133	\$ 676,184
SANITATION	\$ 284,146	\$	114,549	\$	100,583	\$ 298,112
STORM WATER	\$ 99,116	\$	12,247	\$	6,690	\$ 104,673
SEWER CAP IMPROVEMENT	\$ 536,606	\$	12,000	\$	40,000	\$ 508,606
WATER CAP IMPROVEMENT	\$ 366,757	\$	15,500	\$	20,111	\$ 362,146
<b>Special Revenue Funds</b>						
TRANSIENT GUEST TAX	\$ 9,302	\$	356	\$	-	\$ 9,658
LIBRARY	\$ 11,658	\$	286,104	\$	288,192	\$ 9,570
LAW ENFORCEMENT.TRUST	\$ -	\$	-	\$	-	\$ -
SPECIAL PARKS	\$ 19,837	\$	1,415	\$	-	\$ 21,252
OPIOID ADDICTION	\$ 17,280	\$	-	\$	-	\$ 17,280
ARPA FEDERAL FUNDS	\$ 657,273	\$	-	\$	45,315	\$ 611,958
<b>Debt Service Funds</b>						
DEBT SERVICE	\$ 249,348	\$	348,522	\$	91,215	\$ 506,654
INFRASTRUCTURE SALES TAX	\$ 1,108,237	\$	187,354	\$	115,375	\$ 1,180,215
<b>Capital Projects Funds</b>						
SPECIAL HIGHWAY	\$ 661,530	\$	98,220	\$	-	\$ 759,751
EQUIPMENT RESERVE	\$ 915	\$	-	\$	-	\$ 915
CAPITAL PROJECTS	\$ 1,941,579	\$	199,276	\$	194,380	\$ 1,946,475
POLICE DEPT EQUIP RESERVE	\$ 50,219	\$	3,766	\$	-	\$ 53,985
FIRE DEPT EQUIP RESERVE	\$ 200,121	\$	58,614	\$	17,346	\$ 241,390
<b>TOTALS</b>	<b>\$ 9,434,485</b>	<b>\$</b>	<b>3,864,488</b>	<b>\$</b>	<b>2,605,270</b>	<b>\$ 10,693,703</b>

**OUTSTANDING DEBT**

<b>GENERAL OBLIGATION BONDS</b>	<b>1st Quarter 2024</b>
2000 4th Street Improvement	\$ -
2013A Industrial Park	\$ -
2013B Refunding Rev. Loans	\$ 2,075,000
2017A Refunding 2007A and 2009A	\$ 555,000
2018A Library Sales Tax	\$ 2,960,000
2022A Bus Park Interceptor Sewer	\$ 920,000
2022B Refunding 2013A Ind Park	\$ 1,065,000
<b>Sub-Total</b>	<b>\$ 7,575,000</b>

**TEMPORARY NOTES**

2023A Water Tower	\$ 2,380,000
<b>Sub-Total</b>	<b>\$ 2,380,000</b>

**OTHER OBLIGATIONS**

City Hall/PD Lease Purchase	\$ 725,992
Fire Pumper Lease Purchase	\$ 145,042
Street Sweeper Lease Purchase	\$ 129,282
<b>Sub-Total</b>	<b>\$ 1,000,316</b>

**Grand Total** \$ 10,955,316

I, JoAnn Ferguson, Treasurer of the City of Tonganoxie, do hereby certify that the above statement is correct.

Attest:  
Subscribed and sworn before me this 15th day of April, 2024

Signed: JoAnn Ferguson, Treasurer

(Seal)

Signed: Dan Porter, Assistant City Manager

Position	Completed, Anticipated, or Required Governing Body Consideration Date	Authority for Appointment
<del>Municipal Court Judge position currently held by Judge Kenneth Moore</del>	1-Apr-24	Mayor with the consent of the Governing Body
<del>City Attorney position currently held by Anna Krstulic</del>	1-Apr-24	Mayor with the consent of the Governing Body
Library Board City position previously held by Brittany McWilliams with term expiring February 2024	15-Apr-24	Mayor with the consent of the Governing Body
Planning Commission City position currently held by Brianna Irvin with term expiring May 2024	15-Apr-24	Mayor with the consent of the Governing Body
Planning Commission County position currently held by Monica Gee with term expiring May 2024	15-Apr-24	Mayor with the consent of the Governing Body
Recreation Commission City position currently held by Ryan Brune with term expiring June 2024	6-May-24	Mayor with the consent of the Governing Body



Published on *Tonganoxie, KS* (<https://www.tonganoxie.org>)

[Home](#) > [City of Tonganoxie Boards and Advisory Committees Volunteer Application](#) > [Webform results](#) > Submission #214

#### Submission information

Form: [City of Tonganoxie Boards and Advisory Committees Volunteer Application](#) (1)  
 Submitted by Anonymous (not verified)  
 February 7, 2024 - 4:36pm  
 24.143.50.247

#### Name (First and Last)

Ron Nichols

#### Upload File(s) - Letter of Interest and Resume

#### Street Address

501 E. 13th Street

#### City

Tongnaoxie

#### State

Kansas

#### Zip

66086

#### Email

[REDACTED]

#### Phone Number

[REDACTED]

#### Are you a registered voter?

Yes

#### Do you live within the city limits of Tonganoxie?

Yes

#### Where do you work? Please include your job title and a brief description of your job duties and responsibilities.

Retired from Education. Assistant Track Coach at Tonganoxie Middle School

#### What Board/Committee would you like to serve on?

Library Board

#### Why do you wish to serve on this board?

I believe Libraries are a very important part of the community. Reading is a very essential part of learning and lifetime enjoyment. They also can provide many services for the community outside of reading ie; after school programs such as Chieftain Cafe, summer reading programs, information sources etc. I feel it important to give back to the community and I think this is a way I could do that.

#### What other Tonganoxie boards and committees have you served on?

No city boards or committees. I have been a resident since 2016. I did help organize the Tonganoxie Lions Club in 2017

#### Is this an application for a reappointment to a board you currently serve on?

No

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

Tongnaoxie Lions Club. Have made sandwiches for the Chieftain Cafe. Vision Screenings at the schools, Recycle plastic to be made into park benches--4 in the community so far.

#### Select your highest education completed.

Graduate Degree

#### Other information or comments

**Source URL:**<https://www.tonganoxie.org/node/2216/submission/5106>

**Links**

[1] <https://www.tonganoxie.org/home/webforms/city-tonganoxie-boards-and-advisory-committees-volunteer-application>