

## City of Tonganoxie City Council Meeting Agenda

#### February 3, 2025

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 January 21, 2025
- III. Consent Agenda
  - a) Review bill payments
- IV. Old Business

#### V. New Business

- a) Mural Discussion with the Tonganoxie Arts Committee
- b) Consider Approval of Purchase of Diving Boards and Stands for the Tonganoxie Water Park
- c) Consider RFP (Request for Proposal) Approval for Tonganoxie Water Park Painting Project
- d) Consider Approval of 2025 Hunter Education Temporary License Agreement with the Tonganoxie Recreation Commission
- e) 2024 Code Enforcement Report
- VI. City Manager Agenda
- VII. City Attorney Agenda
- VIII. Mayor Pro Tem Agenda
- IX. City Council Agenda
- X. Mayor Agenda
- XI. Adjourn

#### Council Meeting Minutes January 21, 2025 7:00 PM Meeting

#### I. Pledge of Allegiance

- Mayor Frese opened the meeting at 7:00 p.m.
- Mayor Frese led the pledge of allegiance.
- Mayor Frese, Mr. Partridge, Ms. McCutchen, Mr. Donnelly and Mr. Dale were present. Mayor Pro Tem Stevens was absent.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, Police Chief Lawson, Public Works Director Kent Heskett and City Clerk Lindsay Huntington were also present.

#### II. Approval of Minutes – Regular meeting dated December 16, 2024

- Mr. Dale made a motion to approve draft minutes from the regular meeting dated December 16, 2024.
- Mr. Donnelly seconded the motion.
- Vote of all ayes, motion carried.

#### III. Consent Agenda

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

#### IV. Old Business

#### V. New Business

- a) Swearing in of new Police Officer, Kevin Jones
  - Police Chief Lawson introduced the City's newest Police Officer, Officer Kevin Jones. Officer Jones then recited the oath of office.
- b) Ordinance No 1524: Approval of Special Use Permit for Bright Star Properties LLC Storage Units located at 1204 State Ave. Ste. A, Tonganoxie, KS 66086
  - Mr. Brajkovic reviewed with the Council the original project. The project included repurpose the old Sutton Coleman building, the development of McGee Meadows and in between the two was the storage unit project.
  - Mr. Brajkovic stated the storage units are not allowed as a standalone project within the zoning area but could be a secondary use. This purpose was supported by staff and Mr. Lynch was giving a Special Use Permit. Mr. Brajkovic stated the Planning Commission did approve this item with stipulations as presented.
  - Mr. Mike Emery, 101 S Village Street, Tonganoxie, KS 66086 addressed the Council. Mr. Emery stated that he spoke in opposition to this variance at the Planning Commission meeting due to the fact that there is a long running outdoor storage in existence which is in violation of the Special Use Permit.
  - Mr. Emery stated he was present at the original Planning Commission meeting for this project and was told then by the developer there would be no outside storage. However, the outside storage has been there for years but was not brought to light until the large growth of trees were removed in preparation for the expansion.
  - Mr. Emery stated the requirement for screening that was added by the Planning Commission is good however the reality of the screening is no one will take care of the screening and the trees will die and not be replaced.
  - Mr. Dan Lynch stated the properties to the east were also purchased and a berm will go along the back of those properties in addition to the buildings that will screen the outside storage.

- Mr. Lynch also stated the properties will continue to be owned by Bright Star LLC and will trees will be planted to provided additional screening.
- Mr. Brajkovic stated this is a SUP and there are provisions which can be enforced.
- Ms. Krstulic stated the Planning staff recommendation was to approve the SUP for an unlimited amount of time which is in accordance with the original SUP.
- Mr. Donnelly made a motion to approve the recommendations of the Planning and Zoning Commission as presented.
- Mr. Dale seconded the motion.
- Roll Call Vote of all ayes, motion carried.
- c) Consider request for installation of public art exhibit within dedicated right of way or City-owned property
  - Mr. Porter stated the Tonganoxie Arts Council is requesting authorization to allow for the installation of a piece of public art possibly within the next month along the 4<sup>th</sup> Street right of way.
  - Mr. Porter stated the Tonganoxie Arts Council leaders were selected as co-artists on a sculpture of a metal buffalo approximately 5 feet long and 4 feet tall and 2 feet wide. The sculpture was grant funded through the Leavenworth County Historical Society.
  - Mr. Porter stated there have been discussions between the Arts Council and City staff regarding the location
    of the sculpture. Additional concerns discussed involved insurance for the sculpture, security and visibility.
    The proposed location is on the sidewalk outside of Kelly Law Office on 4<sup>th</sup> Street. The Council would need to
    consider a temporary exemption of City code restricting the installation of impediments in the sidewalk
    which is City right of way for the duration of the exhibit.
  - Mr. Porter stated ADA accessibility standards will still be met with the placement of the sculpture. Staff does recommend support of the proposal.
  - Mr. Brajkovic stated there is an active downtown regulating plan that is being formulated which will also support art and amenities of that nature and will continue to be promoted under the new plan.
  - Mayor Frese and Mr. Partridge would like to see the sculpture prior to approving the proposal. Additional Council members discussed concerns regarding vandalism and public safety.
  - Mr. Brajkovic proposed an agreement be made regarding what the expectations would be to cover future potential issues.
  - Ms. Krstulic stated an agreement can be proposed containing items such as duration of the display, the City's right for removal if deemed necessary, insurance requirements and indemnification requirements ensuring the City will be protected and have has the right to remove it if it becomes problematic.
  - Mayor Frese tabled this item until the sculpture can been seen and a proposed agreement can be made.
  - Mr. Porter informed the Council of the Tonganoxie Arts Councils intent to apply for a grant program with a timeframe of January to March of 2025 to add mural installments through the City. Placement of the murals can be added to the February 3<sup>rd</sup>, 2025 Council meeting for discussion.
- d) Consider approval of purchase of two Ford F-150 and one Ford F-250 utility vehicles for the Public Works department
  - Mr. Porter reviewed with the Council the procurement proposal for the purchase of two Ford F-150 and one Ford F-250 utility vehicles for the Public Works department. In addition, the Public Works department will sell two F-150 utility vehicles from the existing fleet.
  - Mr. Porter stated the proposed bid came from Laird Noller Ford and they did authorize the price based on Sourcewell.
  - Mr. Porter stated this is a budgeted purchase for 2025 and the bid did come in under the budgeted amount of \$136,000 so there is no negative impact on the budget.
  - Mr. Donnelly made a motion to authorize staff to purchase two 2025 Ford F-150 Utility Trucks and one F-250 Utility Truck from Laird Noller Automotive, Inc. for an amount not to exceed \$135,943. Including a

motion to authorize City Staff to sell the City's used 2015 Ford F-150 utility truck vehicles on Purple Was online auction.

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

e) Consider approval of purchase of lift equipment for the Public Works department

- Mr. Porter stated this is a budgeted purchase for 2025 and the bid did come in under the maximum budget assumption.
- Mr. Porter stated staff has no concerns with the purchase even with the equipment being used.
- Public Works Director, Kent Heskett stated the lift is in very good shape and staff has gone over it and found no concerns. The lift has also been serviced by the seller.
- Mr. Partridge made a motion to authorize staff to purchase a 2017 Genie Z-34-22 Boom Lift from United Rentals for an amount not to exceed \$32,414.00.
- Ms. McCutchen seconded the motion.
- Vote of all ayes, motion carried.

#### VI. City Manager Agenda

- 1. November 2024 Financial Report
  - Mr. Porter presented the December 2024 financial report to the City Council.
- 2. Review Leavenworth County Port Authority City appointment
  - Mr. Brajkovic stated the City's appointment to the Leavenworth County Port Authority will expire in March of 2025.
  - Mayor Frese recommended Mr. Donnelly be reappointed to the Leavenworth County Port Authority. The Council was in full agreement.

#### VII. City Attorney Agenda

#### VIII. Mayor Pro Tem Agenda

#### IX. City Council Agenda

- Mr. Donnelly noted the Code Enforcement Officer is doing great and he is out all the time. Mr. Donnelly encouraged stepping up the enforcement of the Special Use Permit.
- Mr. Brajkovic stated the Code Enforcement Officer has prepared a year-end report that can be included in the Council agenda packet.

#### X. 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
- Ms. McCutchen moved that the City Council recess into executive session to obtain legal advice about pending litigation involving the City, pursuant to the attorney client consultation exception in 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 8:20 p.m.
- Mr. Partridge seconded the motion.
- Vote of all ayes, motion carried.

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• Mayor Frese resumed the meeting at 8:20 p.m. and noted that no binding action was taken in executive session.

- 2. Executive Session for discussion of non-elected personnel
- Ms. McCutchen moved that the City Council recess into executive session to discuss the City Manager's annual review process pursuant to the personnel matters of non-elected personnel exception in K.S.A. 75-4319(b)(1). 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 8:32 p.m.
- Mr. Dale seconded the motion.
- Vote of all ayes, motion carried.
- ...
- Mayor Frese resumed the meeting at 8:32 p.m. and noted that no binding action was taken in executive session.

#### XI. Adjourn

- Mr. Dale made a motion to adjourn the meeting.
- Mr. Partridge seconded the motion.
- Vote of all ayes, motion carried.
- Meeting adjourned at 8:33 p.m.

Respectfully submitted,

## Lundsay Huntington

Lindsay Huntington, City Clerk

City of Tonganoxie, KS

# My Check Report By Check Number

Date Range: 01/18/2025 - 01/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-A	P Bank					
0056	BLUE CROSS AND BLUE SHIELD	01/24/2025	Regular	0	51066.63	53612
0070	BROTHER' S MARKET	01/24/2025	Regular	0	120.83	53613
0070	BROTHER' S MARKET	01/24/2025	Regular	0	432.16	53614
0897	Charlene Crain	01/24/2025	Regular	0	40	53615
0157	EDWARDS CHEMICALS	01/24/2025	Regular	0	2740.76	53616
0185	FERRELLGAS, LP	01/24/2025	Regular	0	3157.88	53617
0813	FREESTATE ELECTRIC COOPERATIVE	01/24/2025	Regular	0	1961	53618
1312	FRIENDS OF THE TONGANOXIE PUBLIC LIBRAR'	01/24/2025	Regular	0	5000	53619
1047	Kansas City Metropolitan Crime Commission	01/24/2025	Regular	0	275	53620
0964	KDOR - MISC TAX	01/24/2025	Regular	0	2972.28	53621
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	01/24/2025	Regular	0	240	53622
0732	METLIFE	01/24/2025	Regular	0	451.55	53623
0857	MIDCONTINENT COMMUNICATIONS	01/24/2025	Regular	0	158.49	53624
0857	MIDCONTINENT COMMUNICATIONS	01/24/2025	Regular	0	344.31	53625
0216	MULTISTUDIO, INC.	01/24/2025	Regular	0	6196.32	53626
1318	MUTUAL OF OMAHA INSURANCE COMPANY	01/24/2025	Regular	0	263.63	53627
0491	OLATHE WINWATER WORKS	01/24/2025	Regular	0	6595	53628
0500	O'REILLY AUTO PARTS	01/24/2025	Regular	0	594.4	53629
0542	QUILL	01/24/2025	Regular	0	47.98	53630
0555	RICOH USA, INC.	01/24/2025	Regular	0	183.75	53631
1292	TONGANOXIE COMMUNITY HISTORICAL SOCIE	01/24/2025	Regular	0	5000	53632
0641	TYLER TECHNOLOGIES	01/24/2025	Regular	0	5545.05	53633
0645	UNITED RENTALS (NORTH AMERICA), INC	01/24/2025	Regular	0	32414	53634
0656	VERIZON WIRELESS	01/24/2025	Regular	0	557.25	53635

#### Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	27	24	0.00	126,358.27
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
-	27	24	0.00	126,358.27



## All Bank Codes Check Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	27	24	0.00	126,358.27
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
	27	24	0.00	126,358.27

## **Fund Summary**

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	1/2025	126358.27
			126358.27



### Office of the City Manager AGENDA STATEMENT

DATE: February 3, 2025

To: Honorable Mayor David Frese and Members of the City Council

**FROM:** Lindsay Huntington, City Clerk

**SUBJECT:** Consider Approval of Purchase of Diving Boards and Stands for the Tonganoxie Water Park

#### **DISCUSSION:**

The Public Works Department is requesting approval of the procurement process proposed for diving boards and stands used by the Tonganoxie Water Park. A replacement stand and board that was entirely similar to the current equipment could not be located based on its respective age and considering the high degree of usage of this equipment and its critical consideration of public safety for all users it is not recommended to use a lesser quality product or seek the lowest possible bid. This purchase was planned in the 2025 Budget, which was adopted by City Council in September 2024. The City collected one quote for consideration for this purchase from Commercial Aquatic Service, Inc. which is a vendor the City regularly relies upon for pool chemical and other safety equipment and met the City's procurement policy requirements for sole source procurement methodology.

**Quotes Summary –** Commercial Aquatic Services, Inc. (CAS) (Unit Price) Quote – (2) 16-DX Diving Board and (2) 1M- Stand, Durafirm: \$34,801.68

#### **BUDGET IMPACT:**

No negative budget impact due to quote outcome. This purchase was anticipated in the 2025 Adopted Budget and will be paid for in the Capital Projects Fund. The City's budget estimate was greater than the quote received for this purchase.

#### ACTION NEEDED:

1. Make a motion to authorize staff to purchase (2) 16-DX Diving Boards and (2) 1M Stands from Commercial Aquatic Services, Inc. for an amount not to exceed \$34,801.68.

#### ATTACHMENTS:

Quote (1) – Commercial Aquatic Services, Inc.

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



## Quote

51689
248
Kathy
2/27/2025

Tonganoxie Water Park Josh - 913-908-5134 211 S. Main St. Tonganoxie, KS 66086-8947 *Location:* Tonganoxie Water Park Josh - 913-908-5134 211 S. Main St. Tonganoxie, KS 66086-8947

Qty	Item	List Price	Unit Price	Total
2	16-DX - Diving Board, 16 ft, Duraflex, 16FT	\$6,462.86	\$5,157.36	\$10,314.72
2	1M - Stand, Durafirm, One Meter Double Guard Rail, 2 side	\$14,724.29	\$11,749.98	\$23,499.96
1	SHIPPING-KS - Shipping - Kansas	\$987.00	\$987.00	\$987.00

Sub Total	\$34,801.68
Taxes	\$0.00
Total	\$34,801.68

#### **Terms And Conditions**

We are pleased to provide you with this quotation for your consideration.

1. This quote is valid for 30 days from the above date, after which the dollar amount may be subject to change.

2. Pricing shown is based on information available at the time of quotation and is subject to review upon order execution.

3. Shipping charges are estimates only and the actual charge may be different at the time of shipment.

4. You may incur restocking fees if you choose to return any items included in this quote. Restocking fees vary per manufacturer.

5. Any changes to this quotation must be made in writing to CAS.

THANK YOU!



## Office of the City Manager AGENDA STATEMENT

DATE: February 3, 2025

To: Honorable Mayor David Frese and Members of the City Council

FROM: Lindsay Huntington, City Clerk

**SUBJECT:** Authorization of Proposed 2025 Tonganoxie Water Park Painting Services and Associated Advertisements

#### **DISCUSSION:**

Attached is the Tonganoxie Swimming Pool Rehab Specification for review.

The proposed project scope is planned to be advertised for public bidding through a single request for proposal (RFP).

The proposed RFP schedule is as follows:

- February 3, 2025 RFP Issuance & City website posting
- February 5, 2025 Publication in the Tonganoxie Mirror
- February 18, 2025 Deadline for RFP Questions
- February 24, 2025 Deadline for RFP proposal submissions
- March 3, 2025 Potential City Council review and contract approval
- March 29, 2025 Project Completion Deadline

If approved, the contract for this proposal will be presented to the City Council on March 3, 2025, for final consideration.

#### BUDGET IMPACT:

The Tonganoxie Water Park Painting Services Project is included in the Fiscal Year 2025 Adopted Budget.

#### ACTION NEEDED:

Make a motion to authorize the advertisement of the proposed 2025 Tonganoxie Water Park Painting project RFP as presented by staff or with any adjustments proposed by the City Council.

#### ATTACHMENTS:

Tonganoxie Swimming Pool Rehab Specifications

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



## CITY OF TONGANOXIE REQUEST FOR PROPOSAL

## to provide Water Park Painting Services Issued: February 3, 2025

## Submit completed proposals to:

City of Tonganoxie P.O. Box 326 Tonganoxie, KS 66086

Or deliver to: Tonganoxie City Hall 526 E 4<sup>th</sup> Street Tonganoxie, KS 66086

#### Instructions and Administrative Requirements I. ISSUING AGENCY

This Request for Proposal (RFP) is issued by the City of Tonganoxie, KS, subsequently referred to as the "City".

## II. WATER PARK RESURFACING SERVICES REQUEST FOR PROPOSAL (RFP) SPECIFICATIONS

To contract with the City of Tonganoxie, respondents must be an established legal entity, which includes possessing a Federal Tax Identification Number, as required by IRS regulations.

#### **III. PROCUREMENT SCHEDULE**

The following time table will be utilized for the awarding of a contract for the City's auditing services

1.	RFP advertised	Monday, February 3, 2025
2.	Deadline for final inquiries	Tuesday, February 18, 2025 by 1:00 p.m.
3.	Answers to respondents' inquiries posted	Wednesday, February 19, 2025
4.	Deadline for proposal submissions	Monday, February 24, 2025 by 1:00 p.m.
5.	Sealed Bid Opening conducted	Monday, February 24, 2025 at 1:15 p.m.
6.	Council contract approval with selected bidder	Monday, March 3, 2025

7. Deadline for completion of project scope of work Tuesday, March 29, 2025

#### **IV. GENERAL INSTRUCTIONS**

#### A. Respondent's Inquiries

All respondent inquiries are due on Tuesday, February 18, 2025 at 1 p.m. and should be directed to Josh Sudduth, preferably via email at <u>jsudduth@tonganoxie.org</u>. You may also call 913-845-2620. No inquiries, written or oral, will be accepted after this date.

In order for all potential Contractors to be treated equally, all questions regarding the Request for Proposal process and the responses made by the City of Tonganoxie will be made available to all respondents on the City's RFP webpage. Written responses to questions received through February 24, 2025 at 1 p.m. will be provided to all interested parties online at <u>www.tonganoxie.org</u> no later than Wednesday, February 19, 2025.

The City will allow any interested parties to make an appointment to personally inspect the Water Park facilities and complete measurements of the pools during business hours on the following dates:

February 10, 2025 or February 18, 2025.

Please contact the Utilities Superintendent (Contact information found at Section XI) to reserve a time to make an inspection.

#### B. Deadline for Submittal

All proposal documents must be completed and received no later than **1:00 p.m. February 24**, **2025** at the following address:

City of Tonganoxie Attn: Lindsay Huntington, City Clerk P.O. Box 326 Tonganoxie, Kansas 66086

#### C. Format

Proposal documents may be submitted in any reasonable format, as long as all information requested is included. See "Submittal Requirements" below.

Proposers shall submit **one (1) written copy of the original proposal.** One (1) electronic copy of the original proposal is also preferred but not required.

#### **D. Period of Performance**

The period of performance for contracts issued as a result of this RFP process will be within a period ranging from March 4, 2025 to April 28, 2025. The Water Park facility pools must be available for filling with water on April 29, 2025. Payment will be made upon project completion.

#### E. Conditions of Proposal

Content of the proposal will become part of any final agreement for service. Commitments of the proposal must be valid for a period of thirty (30) days.

## **Guidelines for Respondents**

#### V. Introduction

The City is soliciting proposals from qualified firms able to complete swimming pool coating rehabilitation services (resurfacing) according to the requirements of this RFP.

#### VI. General Information

#### A. Background Information

The City of Tonganoxie operates the Tonganoxie Water Park facility located at 221 S Main St, Tonganoxie, KS 66086. The facility was constructed in 2008 and includes two large water slides, spray ground, zero-depth entry main pool, toddler pool, a full bathhouse, and a large water area for recreational and fitness activities. The Water Park is operated on a seasonal basis from Memorial Day weekend through Labor Day weekend each year.

The zero depth entry main pool and toddler pool include an underwater surface area of approximately 8539 square feet. The construction of these pools is concrete with a coating of Gunite. The pools were most recently repainted in spring of 2020.

#### **VII. Services Required**

The following services are to be provided to the City of Tonganoxie:

#### A. Painting

The City has worked with the manufacturer to develop the attached project specifications, which offer technical descriptions of the technique and components necessary to complete the requested swimming pool coating rehabilitation. The detailed specifications can be found at the conclusion of the Notice of Requests for Proposals.

#### **B. Mandatory Inspections**

The City requires 3 mandatory inspection meetings with attendance of the contractor and City or pool manufacturer representatives as part of the completion of this project. The first meeting, considered to be the Preconstruction Meeting, will take place prior to the issuance of a notice to proceed on the project. The second meeting, the Pre-Installation Meeting, will include an on-site inspection of the surface preparation techniques and take place prior to the field application of coating systems. The third required inspection, the Post-Application Meeting, will occur after the completion of coating application and clean-up activities. The third meeting must be scheduled prior to April 28, 2025. Finally, the contract will include the requirement for a 1-year inspection as noted in the attached project specifications.

#### VIII. Submittal Requirements

All submissions must respond completely with all information requested in the submission requirements. Incomplete or omitted information will be considered unresponsive. The following information shall be required in the RFP submittal:

- 1. Letter of Transmittal, to include:
  - a) Company name, address and telephone number(s) of the firm submitting the proposal.
  - b) Employer identification number.

- c) Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- d) Provide a statement which includes the language "proposal and cost schedule shall be valid and binding for thirty (90) days following proposal due date and will become part of the contract that is negotiated with the City."
- e) If selected for the project, the vendor will be required to provide a completed W-9 and copy of effective workers compensation insurance coverage or a completed waiver regarding the aforementioned coverage

#### 2. General Vendor Information, to include:

- a) Length of time in business.
- b) Total number of clients and total number of public sector clients.
- c) Number of full-time personnel in the firm's staff. Identify names of key personnel who will work directly with City staff. Summarize the experience and technical expertise of these staff.
- d) Location of office that would service our account.

General vendor information must be provided for the responding vendor and all subcontractors proposed with the submission.

- **3. Prior Experience** Describe prior related experience of the respondent and any subcontractors.
- **4. Project Plan** The proposal should set forth a general project plan and schedule, including an explanation of the methodology to be followed to perform the services required in the request for proposals. Each proposal should detail the approach to be taken to the extent possible.
- 5. **References** Provide the name, title, and contact information of three (3) references of clients for whom the respondent have provided similar services. Please provide information referencing the services provided, facility size, and the date you have provided services to this client.

References must be provided for the responding vendor and all subcontractors proposed with the submission.

**6.** Fees for Services – Provide the firm's all-inclusive maximum fee for the requested work in this proposal. Fee proposal must include a breakdown of cost per square foot.

#### IX. Evaluation Criteria and Process

City staff will make a recommendation of award of the contract to the City Council for review. The City reserves the right to make a selection of a bid which does not reflect the absolute lowest cost quote. Staff will evaluate and rate each submittal based upon the following list of criteria:

- 1. Qualifications of key personnel, including subcontractors
- 2. Understanding of the City's needs and services to be provided
- 3. Demonstrated ability to complete the work in the timeframe required
- 4. Project approach/plan
- 5. Responsiveness to the RFP
- 6. Cost

#### X. Contract

The City reserves the right to revise the stated contract terms and conditions prior to contract signature. A draft contract will be provided to the anticipated winning bidder upon completion of the bid opening and bid evaluation process by City staff. 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.

#### XI. Inquiries

Inquiries regarding this RFP should be directed to: Josh Sudduth, Utilities Superintendant Phone: 913-845-2620 Email: jsudduth@tonganoxie.org

#### **XII. Submission Instructions**

The City reserves the right to request additional written or oral information to clarify all written statements of qualifications or proposals. Submit all material to:

Lindsay Huntington, City Clerk – City of Tonganoxie, P.O. Box 326, Tonganoxie, Kansas 66086, no later than **<u>1:00 pm on February 24, 2025.</u>** 

#### XIII. Right to Reject

The City of Tonganoxie reserves the right to reject any and all proposals and statements of qualifications and accepts no responsibility for the cost of proposal preparation. Respondent has no expectation or right to a contract with the City.

The City of Tonganoxie is an equal opportunity employer and encourages all qualified individuals and firms to respond.

## SECTION 09 96 00 — COATING SYSTEMS FOR COMPLETE REHABILATATION OF SWIMMING POOL

PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes coating systems for a complete rehabilitation of existing swimming pools.
- B. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 REFERENCES

- A. This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.
- B. ASTM International (ASTM):
  - 1. ASTM D 16 Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
  - 2. ASTM D 4263 Indicating Moisture in Concrete by the Plastic Sheet Method.
  - 3. ASTM F 1869 Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- C. NACE International (NACE):
  - 1. NACE 6 Surface Preparation of Concrete.
- D. SSPC: The Society of Protective Coatings (SSPC):
  - 1. SSPC-SP 1 Solvent Cleaning.
  - 2. SSPC-SP 13 Surface Preparation of Concrete.
- E. International Concrete Repair Institute (ICRI):
  - 1. International Concrete Repair Institute (ICRI) Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- F. Related Sections:
  - 1. Section 02760 Paving Specialties: Pavement marking paints.
  - 2. Section 05080 Factory-Applied Metal Coatings.
  - 3. Section 15075 Mechanical Identification: Identification of mechanical equipment.
  - 4. Section 16075 Electrical Identification: Identification of electrical equipment.
- G. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents, the last version of the document before it was discontinued.

#### 1.3 DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

#### 1.4 SUBMITTALS

- A. Submit under provisions of Division 1, Section 01 33 00 Submittal Procedures.
- B. Submit for approval prior to commencing any work:
  - 1. Manufacturers data sheets on each product to be used, including:
    - a. Preparation instructions and recommendations.
    - b. Storage and handling requirements and recommendations.
    - c. Installation methods.
    - d. Operation and maintenance data.
    - e. Submit manufacturer's Safety Data Sheets (SDS) and other safety requirements.
- C. Shop Drawings:
  - 1. Submit a complete list of products proposed for use, including identifying product names and catalog numbers.
    - a. Arrange in same format as Schedule of Finishes.
    - b. Include applicable manufacturer's data and recommendations.
- D. Selection Samples: For each finish product specified, provide two complete sets of color chips representing manufacturer's full range of available colors.
- E. Verification Samples: For each finish product specified, provide two samples, minimum size 3 x 4 inch square, representing actual product, color and patterns.
- F. Manufacturer's Certificates: Provide a letter certifying products specified meet or exceed specified requirements.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Provide products from a company specializing in manufacture of high-performance epoxy coatings with a minimum of ten (10) years' experience.
  - 1. Materials shall be products of a single manufacturer or items standard with manufacture of specified coating materials.
  - 2. Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- B. Applicator's Qualifications: Engage a single installer approved by the manufacturer with a minimum of three (3) years' experience in the application of protective coatings with documented skill and successful experience in the installation.
  - 1. Submit name and qualifications to Owner.
  - 2. Submit proof of acceptability of applicator by manufacturer to Owner.
  - 3. Submit proof of five (5) projects of similar capacity.

- C. Single-Source Responsibility:
  - 1. Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.
  - 2. Provide secondary materials which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.
- D. Regulatory Requirements: Conform to applicable codes and ordinances for flame, fuel, smoke and volatile organic compounds (VOC) ratings requirements for finishes at time of application.
- E. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Prepare a ten (10) foot by ten (10) foot (3.05m by 3.05m) mock-up for each coating system specified using same materials, tools, equipment, and procedures intended for actual surface preparation and application.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Owner.
  - 3. Refinish mock-up area as required to produce acceptable work.
  - 4. Retain mock-ups to establish intended standards by which coating systems will be judged.
- F. Pre-Installation Meeting:
  - 1. Schedule a conference and inspection to be held on-site before field application of coating systems begins.
  - 2. Conference shall be attended by Contractor, Owner's representative, coating applicators, and a representative of coating material manufacturer.
  - 3. Topics to be discussed at meeting shall include:
    - a. A review of Contract Documents and accepted shop drawings shall be made and deviations or differences shall be resolved.
    - b. Review items such as environmental conditions, surface conditions, surface preparation, application procedures, and protection following application. A surface mock-up of the surface preparation requirements for the project, both interior and exterior, shall be prepared by the Contractor. All parties shall agree to the degree of cleanliness and the mock-up shall be preserved for the duration of the project.
    - c. Establish which areas on-site will be available for use as storage areas and working area.
  - 4. Pre-construction conference and inspection shall serve to clarify Contract Documents, application requirements and what work should be completed before coating application can begin.
  - 5. Prepare and submit, to parties in attendance, a written report of pre-installation conference. Report shall be submitted within 3 days following conference.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: All coatings shall be properly prepared by the manufacturer and delivered to the site for field painting in the original, unbroken containers with manufacturer's label plainly printed thereon clearly identifying:
  - 1. Coating or material name.
  - 2. Manufacturer.
  - 3. Color name and number.

- 4. Batch or lot number.
- 5. Date of manufacture.
- 6. Mixing and thinning instructions.
- B. Storage:
  - 1. Store materials in a clean, dry area and within temperature range in accordance with manufacturer's instructions.
  - 2. Keep containers sealed until ready for use.
  - 3. Flammable coatings must be stored to conform to City, County, State and Federal safety codes for flammable coatings or paint materials.
  - 4. At all times, coatings shall be protected from freezing.
  - 5. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather:
  - 1. Air and surface temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
  - 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above the dew point.
  - 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
  - 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
  - 5. Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.
- C. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- D. Dust and Contaminants:
  - 1. Schedule coating work to avoid excessive dust and airborne contaminants.
  - 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

#### 1.8 WARRANTY

A. Manufacturer's Warranty: Coating manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year, from date of conditional acceptance. Provide associated warranty certificate.

B. Applicator's Warranty: Applicator shall warranty the installed protective lining system as free from material and workmanship defects for a minimum period of one (1) year. Provide associated warranty certificate.

#### PART 2 - PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURERS

A. Products specified are manufactured by Tnemec Company, Inc., Kansas City, MO and are specified as a standard of quality.

#### 2.2 MATERIALS

A. Compatibility: Provide field primers and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

#### 2.3 COATING SYSTEMS FOR SWIMMING POOLS

- A. Swimming Pool Walls and Floors:
  - 1. System Type: Polyamide Epoxy/Polyamide Epoxy
  - Surface Preparation: Prepare surface in accordance with SSPC SP 13/NACE 6. Completely remove old coatings by abrasive blast cleaning. Remove blast abrasive by sweeping. All residual abrasive, dust and loose material must be removed by vacuuming.
  - First Coat: Series161 Tneme-Fascure, applied at 200 square feet per gallon.
     a. First Coat Color: Selected by City
  - 4. Second Coat: Series161 Tneme-Fascure, applied at 200 square feet per gallon.a. First Coat Color: Selected by City
  - 5. Finish: Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
    - a. Finish Color: Selected by City
  - 6. Line Markers, Targets, and Stair Trim: 3 Coats of Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
    - a. Finish Color: Selected by City
  - 7. System Note:
    - a. For Zero depth entry add 5 lbs. of 50 mesh white Ottawa silica sand to designated areas for both the intermediate coat and finish coat.
    - b. Any substrate areas needing repaired prior to coating shall be patched using Tnemec Series 215.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Examine areas and conditions under which coating systems are to be applied.

- B. Notify Owner of areas or conditions not acceptable.
- C. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.
- D. Do not begin installation until substrates have been properly prepared.

#### 3.2 PREPARATION

- A. Protection of areas not scheduled to be coated:
  - 1. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
  - 2. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
- B. Surface Preparation: Brush Off Blast Cleaning
  - 1. Brush Off Blasting- Create a uniformly abraded surface with a profile comparable to 80-100 grit sandpaper by abrasive blasting to ensure a clean dry surface, free from oil, grease, lose coatings and other contaminants such as chalk. This can be achieved by compressed air nozzle blasting, centrifugal wheels or other specific. Feather all sharp edges where previous loose coatings were removed. All residual abrasive, dust and loose material must be removed by sweeping and vacuuming.

#### 3.3 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel, such as welds, corners, and edges using specified primer.

#### 3.4 REPAIR

A. Materials and Surfaces Not Scheduled to be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.

- B. Damaged Coatings: Touch-up or repair of damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

#### 3.5 FIELD QUALITY CONTROL

- A. Inspector's Services:
  - 1. Verify coatings and other materials are as specified.
  - 2. Verify surface preparation and application is as specified.
  - 3. Verify DFT of each coat and total DFT of each coating system specified using wet film and dry film gauges.
  - 4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
  - 5. Report:
    - a. Submit written reports describing inspections made and actions taken to correct non-conforming work.
    - b. Report non-conforming work not corrected.
    - c. Submit copies of report to Owner and Contractor.
- B. Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.
- C. One-Year Inspection:
  - 1. Owner will set date for one-year inspection of coating systems.
  - 2. Inspection shall be attended by Owner, Contractor, and manufacturer's representative.
  - 3. Repair deficiencies in coating systems as determined by Owner in accordance with manufacturer's instructions.

#### 3.6 CLEANING

A. Remove temporary coverings and protection of surrounding areas and surfaces.

#### 3.7 PROTECTION OF COATING SYSTEMS

- A. Protect surfaces of coating systems from damage during construction.
- B. Touch-up, or repair damaged products before substantial completion.

#### END OF SECTION 09 96 00



## Office of the City Manager AGENDA STATEMENT

DATE:	February 3, 2025
То:	Honorable Mayor David Frese and Members of the City Council
FROM:	Lindsay Huntington, City Clerk

**SUBJECT:** Consider Approval of Temporary License Agreement with the Tonganoxie Recreation Commission

#### DISCUSSION:

Starting in 2020 the City has required the Tonganoxie Recreation Commission to mutually agree to a temporary license agreement drafted by the City Attorney to allow for the use of the City of Tonganoxie Public Works Shop facility and outdoor shooting range facility for the Recreation Commission to coordinate provision of one to three offerings annually of the Kansas Hunter Education Traditional Style Course. Kansas Hunter Education teaches new hunters to be ethical, safe and knowledgeable. The course consists of subjects covering hunter responsibility, ethics, fair chase, history of firearms, firearms basics, ammunition, basic gun safety, field safety, bowhunting, conservation and wildlife management, wildlife of Kansas, outdoor emergencies, Kansas hunting regulations and boating safety for hunters. As part of the course students may live fire and go through simulated hunting conditions. The course is taught by trained volunteers and is typically completed in a single day with lunch provided for attendees.

The City's Police Chief and Public Works Director have reviewed the tentative suggested dates in Spring & Fall 2025 and each expressed no concerns with the proposed use and weekend dates. Staff recommend approval of the temporary license agreement as presented and, upon approval, the annual agreement will be executed by the City Manager & a representative of the Tonganoxie Recreation Commission.

#### BUDGET IMPACT:

None. No fees have been required for the use of the facilities in prior years and no fees are proposed for the use in 2025.

#### **ACTIONS NEEDED:**

Make a motion to authorize the City Manager to execute a 2025 Temporary License Agreement with the Tonganoxie Recreation Commission for the utilization of City facilities for Kansas Hunter Education courses.

#### ATTACHMENTS:

2025 Temporary License Agreement with the Tonganoxie Recreation Commission

cc: George Brajkovic, City Manager Dan Porter, Assistant City Manager Kent Heskett, Public Works Director Greg Lawson, Police Chief

#### TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "<u>Agreement</u>") is made and entered into as of February 3, 2025 by and between the City of Tonganoxie, Kansas (the "<u>City</u>") and the Tonganoxie Recreation Commission ("<u>TRC</u>").

#### **RECITALS:**

A. TRC promotes hunter safety and typically coordinates two (2) Hunter Safety Course classes on an annual basis within the City.

B. TRC wishes to utilize the City's maintenance shop and shooting range (the "<u>Public</u> <u>Facilities</u>") for the Hunter Safety Course.

C. TRC has requested, and the City is willing to grant, a temporary license to allow TRC to use the Public Facilities for the Hunter Safety Course upon the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and TRC agree as follows:

2. <u>Indemnification</u>. TRC shall indemnify, defend (with counsel approved by the City in its reasonable discretion) and hold harmless the City and its governing body members, directors, officers, employees and agents (collectively, the "<u>Indemnitees</u>") from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to reasonable attorney's fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may suffer arising out of or occurring in connection with TRC's use of the Temporary License, or other acts or omissions of TRC or its agents, directors, officers, employees, or anyone for whom TRC is legally liable; provided, however, that TRC shall be relieved from its obligations under this paragraph to the extent that its obligations hereunder otherwise would have arisen solely because of the gross negligence or willful misconduct of the City. This paragraph shall survive the termination of this Agreement.

3. **Insurance**. TRC shall procure and maintain general liability insurance provided on an occurrence basis with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually, provided on a standard form, to include without limitation insured contract coverage encompassing the defense and indemnity obligations of Section 2 above arising from bodily injury and property damage. TRC shall provide the City with certificates evidencing such required coverage prior to accessing the Public Facilities. TRC's liability under this Agreement shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement. TRC shall report any personal injuries or property damage arising out of or in any way connected with the Temporary License to the City Manager or designee, in writing and as soon as practicable.

4. <u>Licenses, Permits and Approvals</u>. TRC represents and warrants that it will obtain and maintain all licenses, permits and approvals necessary for the activities it intends to conduct at the Public Facilities and provide copies of the same to the City prior to conducting such activities and that it will comply with all laws, rules, and regulations applicable to such activities.

5. <u>Waiver</u>. TRC waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with the Temporary License, even if the City, its officers, employees, or agents seek recovery against TRC.

6. <u>No Assignment</u>. This Agreement shall not be assignable by either party.

7. <u>**Termination**</u>. This Agreement and the Temporary License may be terminated at any time by the City, in its sole discretion.

8. <u>Notices</u>. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as may be modified in writing from item to time by such party) and given personally, by electronic mail, by registered or certified mail with return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

9. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signed by the parties.

10. <u>Voluntary Agreement</u>. The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they have fully understood this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

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

The parties have executed this Agreement as of the day and year first above written.

### CITY:

## City of Tonganoxie, Kansas

By:	
Name:	George Brajkovic
Title:	City Manager
Address:	526 E. 4 <sup>th</sup> Street
	Tonganoxie, Kansas 66086
Telephone:	(913) 845-2620
Email:	gbrajkovic@tonganoxie.org

The parties have executed this Agreement as of the day and year first above written.

TRC:

### **Tonganoxie Recreation Commission**

300 State Avenue
Tonganoxie, Kansas 66086
(913) 845-3502



#### MEMORANDUM

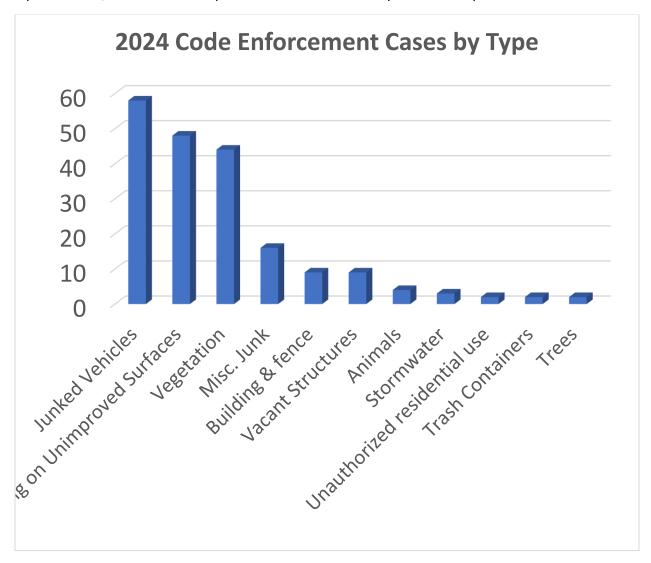
To: George Brajkovic, City Manager

From: John Callaghan, Deputy Fire Chief and Codes Officer

Date: 12/27/2024

#### Re: 2024 Codes Enforcement and Fire Inspection Activity

Below are the recorded activities for the Codes Department for the year 2024. Understanding that the City's Code Enforcemnet Policy is oriented towards compliance, I am pleased to report that for the year we had over 96% compliance rate, and no cases required escalation to Municipal Court for prosecution.



In addition to the Code Enforcement activity noted, I also perform duties for the Tonganoxie Fire Department's Fire Inspection program. During 2024, I am proud to say that I completed 92 Fire Inspections, 2 Plans review and 4 Fire investigations. Thank you for the continued opportunity to serve our Community.