

CITY OF TONGANOXIE



February 5, 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 the meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Honorable David Frese, Mayor
Council Members

Jacob Dale

Loralee Stevens

Chris Donnelly

Jennifer McCutchen

Matt Partridge

Open Regular Meeting – 6:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated January 22, 2024

III. Consent Agenda

- a) Review bill payments

IV. Old Business

V. New Business

- a) Consider Acceptance of Public Dedications in Final Plat for Stone Creek Addition No. 10
- b) Consider Recommendation from Planning Commission for the award of the Downtown Study Request for Proposal.
- c) Consider Proposal for provision of auditing services by BT&Co., P.A. for the year ended December 31, 2023 and for two subsequent years
- d) Public Wi-Fi Provision Project Update
- e) City Manager Agenda
- f) City Attorney 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
- g) Mayor Pro Tem Agenda
- h) City Council Agenda
- i) Mayor Agenda
 - 1. Executive session for discussion of non-elected personnel

VI. Adjourn

Council Meeting Minutes
January 22, 2024
6:00 PM Meeting

I. Pledge of Allegiance

- Mayor Frese opened the meeting at 6:00 p.m.
- Mayor Frese led the pledge of allegiance.
- Mayor Frese, Mr. Partridge, Mr. Donnelly and Mr. Dale were present. Ms. McCutchen was tardy and Ms. Stevens was absent.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, Police Chief Greg Lawson and Municipal Court Clerk Lindsay Huntington were also present.

II. Approval of Minutes – Regular meeting dated January 2, 2024

- Mr. Partridge made a motion to approve draft minutes from the regular meeting dated January 2, 2024.
- Mr. Donnelly seconded the motion.
- Vote of all ayes, motion carried.

III. Consent Agenda

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

IV. Old Business

V. New Business

- a) Swearing in City Councilmembers-Elect Jennifer McCutchen
 - Mr. Porter swore in reelected City Council member Jennifer McCutchen.
- b) Presentation of City Logo Development Project
 - Mr. Brajkovic introduced graphic artist Grace Haworth.
 - Ms. Haworth presented the City Council with the development process and design options for the new City logo.
 - Mr. Brajkovic stated the presentation will be shared with the absent Council members and hopes to have a decision made within the next 30 to 45 days.
- c) Resolution 01-24-02: Approval of School Resource Officer Interlocal Agreement
 - Mr. Porter presented the new interlocal agreement with USD 464 for their financial contribution and an agreement of the rules and responsibilities for the School Resource Officer (SRO).
 - Mr. Porter explained the SRO is a City employee in the police department who is dedicated to the school for support and functions in that SRO role when school is in session.
 - Mr. Porter stated the previous agreement did conclude with the current fiscal year 2024. With the expiration of the interlocal agreement the Police Chief Greg Lawson, school Superintendent and the City Attorney have developed a new draft interlocal agreement.
 - Mr. Porter reviewed the payment schedule for the next 5-year agreement term and indicated there is a termination clause with a 90-day notice by either party.
 - Mr. Donnelly requested staff research to see if there are any additional liability insurance concerns that need to be addressed or considered for this position.
 - Police Chief Lawson explained the SRO is assigned to the school permanently in order to help develop relationships with the students.

- **Mr. Donnelly made a motion to approve Resolution 01-24-02 approving the Tonganoxie USD 464 School Resource Officer interlocal cooperation agreement.**
 - **Mr. Partridge seconded the motion.**
 - **Vote of all ayes, motion carried.**
- d) Consider Approval of Purchase of Police Tahoe Vehicles & Outfitting Costs
- Mr. Porter stated a large initiative for the Police Department's 2024 adopted budget was the purchase of two 2024 Chevy Tahoe vehicles to add to the existing fleet.
 - Mr. Porter stated each Tahoe has been quoted at \$53,352.80 for a total of \$106,705.60. In addition to the purchase price each vehicle will need to be outfitted with required equipment.
 - Mr. Porter stated the quote for outfitting each vehicle by TCS Upfitting, a division of Traffic Control Services Inc, came in at a cost not to exceed \$25,351.04 for both vehicles. This cost does include the full cost of installation of a prisoner cage in the rear seat of both vehicles, however there is a chance only one vehicle will have a prisoner cage installed.
 - Mr. Porter also stated that two vehicles in the existing fleet are proposed for disposition via Purple Wave. The two vehicles proposed for disposition authority once the new vehicles are in service are the 2017 Dodge Charger and 2014 Ford Explorer.
 - Mr. Porter stated the City budgeted in the general fund in 2024 up to \$115,000 to fund the vehicle purchase and as much of the outfitting costs as possible. The total all-in cost is \$132,056.64. The remaining cost will be funded by the police equipment fund. The police equipment fund will also be the recipient of the sales proceeds from the two fleet vehicles that will be sold. Mr. Porter stated the impact to the police equipment fund will be in the ballpark of \$7,000 to \$10,000 depending on the purchase price received from Purple Wave for the dispositions.
 - **Mr. Donnelly made a motion to authorize the purchase of two 2024 Chevy Tahoe vehicles from Robert Chevrolet Automotive in the amount not to exceed \$106,705.60. Mr. Donnelly made an additional motion to authorize staff to proceed to outfit to of the 2024 Chevrolet Tahoe vehicles via TCS Upfitting, a division of Traffic Control Services not to exceed \$25,351.04 from a combination of the general fund and police equipment fund. Mr. Donnelly made an additional motion to authorize staff to sell two used police vehicle equipment a 2017 Dodge Charger and 2014 Ford Explorer vehicles on Purple Wave upon activation of the new purchased vehicles. Mr. Donnelly made a final motion to amend the police equipment fund budget authority by an increase of \$17,056.64 as described in the agenda statement.**
 - **Mr. Dale seconded the motion.**
 - **Vote of all ayes, motion carried.**
- e) Consider Approval of Tonganoxie Police Department Budget Amendment and Purchase Approval for Radio Grant LSSE
- Mr. Porter stated in December 2023 Council approved the purchase of 10 mobile radios under the Governor's 2023 Kansas Governor's grant program for Local Safety and Security Equipment (LSSE). Both of the City's public safety departments and their joint applications to that grant program were successful.
 - Mr. Porter stated the grant award is \$28,901. The City share of the cost is an additional \$7,225 or 20% of the total cost. Mr. Porter explain the cost was not built into the 2024 adopted budget because the grant submittal and award were noted after September of 2023. Therefor an additional motion for an increase in the expenditure authority and revenue expectation for the police equipment fund is being requested.
 - **Mr. Donnelly made a motion to approve the attached quote from Motorola Solutions Inc for a cost not to exceed \$36,125.70. Mr. Donnelly made an additional motion to approve revenue expenditure budget amending the police equipment fund as described in the agenda statement.**
 - **Mr. Partridge seconded the motion.**
 - **Vote of all ayes, motion carried.**
- f) Resolution 01-24-03: 2024 Fiscal Year GAAP Waiver

- Mr. Porter stated GAAP requirements are not relevant in this finding in this resolution to the requirements of cash basis and budget laws in the State of Kansas applicable to municipalities. Mr. Porter also stated one reason the City does not take the GAAP requirements is cost avoidance in the audit process.
- Mr. Partridge stated a balance sheet could be created to track bank reconciliations, tracking cash and receivables. Mr. Partridge stated his only real concern is fixed assets, and encourages Council and staff to thoughtfully consider not taking the GAAP Waiver.
 - **Mr. Partridge made a motion to approve Resolution 01-24-03 approving the 2024 fiscal year GAAP Waiver.**
 - **Ms. McCutchen seconded the motion.**
 - **Vote of all ayes, motion carried.**

g) City Manager Agenda

1. December 2023 Financial Report

- Mr. Porter presented the December 2023 financial report with the City Council.

h) City Attorney Agenda

i) Mayor Pro Tem Agenda

j) City Council Agenda

- Mr. Partridge stated last weekend Tonganoxie High School hosted the state debate championship for 4 through 1A and Tonganoxie had a team consisting of Ella Pruitt and Kaden Hunter take second place. Mr. Partridge offered his congratulations to them.

k) Mayor Agenda

1. Consider Library Board Appointment Recommendation

- Mayor Frese stated he would like to appoint Ms. Cheyna Partridge to fill an upcoming vacancy.
 - **Mr. Dale made a motion to accept Mayor Freses appointment.**
 - **Ms. McCutchen seconded the motion.**
 - **Vote of all ayes, motion carried.**

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 6:48 p.m.**

Respectfully submitted,

Lindsay Huntington

Lindsay Huntington, Municipal Court Clerk



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 01/13/2024 - 02/02/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0831	AXON ENTERPRISE, INC.	01/19/2024	Regular	0	9607.68	52331
0051	BG CONSULTANTS INC	01/19/2024	Regular	0	16925	52332
0056	BLUE CROSS AND BLUE SHIELD	01/19/2024	Regular	0	38592.49	52333
0099	CITY OF LEAVENWORTH	01/19/2024	Regular	0	1100	52334
0136	DELTA DENTAL PLAN OF KANSAS,IN	01/19/2024	Regular	0	3113.04	52335
0813	FREESTATE ELECTRIC COOPERATIVE	01/19/2024	Regular	0	1979	52336
0205	GALL'S LLC	01/19/2024	Regular	0	265.11	52337
1034	John Zimbelman	01/19/2024	Regular	0	99.73	52338
0365	Kansas Municipal Insurance Trust	01/19/2024	Regular	0	52802	52339
0793	LEAVENWORTH COUNTY TREASURER	01/19/2024	Regular	0	6182.02	52340
0443	Menards - Lawrence	01/19/2024	Regular	0	276.68	52341
0732	METLIFE	01/19/2024	Regular	0	429.86	52342
0857	MIDCONTINENT COMMUNICATIONS	01/19/2024	Regular	0	151.24	52343
0857	MIDCONTINENT COMMUNICATIONS	01/19/2024	Regular	0	287.53	52344
0857	MIDCONTINENT COMMUNICATIONS	01/19/2024	Regular	0	262.28	52345
1105	Oak Creek Nursery & Landscape, LLC	01/19/2024	Regular	0	349.6	52346
0514	PITNEY BOWES, INC.	01/19/2024	Regular	0	302.91	52347
0548	RECORDNEWS	01/19/2024	Regular	0	1680	52348
1324	SKGFRTZ LLC	01/19/2024	Regular	0	160	52349
1428	BRIAN KINNEY	01/24/2024	Regular	0	-299.55	52350
1428	BRIAN KINNEY	01/24/2024	Regular	0	299.55	52350
1428	BRIAN KINNEY	01/24/2024	Regular	0	299.55	52351
1375	BLUE CARDINAL CHEMICAL, LLC	01/26/2024	Regular	0	476.28	52352
0897	Charlene Crain	01/26/2024	Regular	0	66.81	52353
0114	COMPLETE HEATING AND AIR	01/26/2024	Regular	0	635.4	52354
0159	CONTINENTAL BATTERY COMPANY	01/26/2024	Regular	0	69.28	52355
0059	Kansas City Board of Public Utilities	01/26/2024	Regular	0	35164.53	52356
0802	LED DIRECT, LLC	01/26/2024	Regular	0	1560	52357
1112	Life-Assist, INC	01/26/2024	Regular	0	842.72	52358
1032	Mid-States Organized Crime Information Cente	01/26/2024	Regular	0	150	52359
1318	MUTUAL OF OMAHA INSURANCE COMPANY	01/26/2024	Regular	0	244.34	52360
0542	QUILL	01/26/2024	Regular	0	257.99	52361
0555	RICOH USA, INC.	01/26/2024	Regular	0	863.64	52362
0594	SMITHEREEN PEST CONTROL	01/26/2024	Regular	0	109	52363
1068	Stinson LLP	01/26/2024	Regular	0	20354.75	52364
1043	TargetSolutions Learning, LLC	01/26/2024	Regular	0	1417.5	52365
0630	TONGANOXIE LIBRARY BOARD	01/26/2024	Regular	0	260365.37	52366
0651	USA BLUE BOOK	01/26/2024	Regular	0	4355.37	52367
0794	VICKI STARCHER	01/26/2024	Regular	0	119.12	52368
0674	WICHITA STATE UNIVERSITY	01/26/2024	Regular	0	325	52369

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	39	0.00	462,542.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-299.55
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	54	40	0.00	462,242.82

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	39	0.00	462,542.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-299.55
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	54	40	0.00	462,242.82

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	1/2024	462242.82
			462242.82



Office of the City Manager
AGENDA STATEMENT

DATE: February 5, 2024
To: Honorable Mayor David Frese and Members of the City Council
FROM: Lindsay Huntington, Municipal Court Clerk
SUBJECT: Acceptance of Public Dedications – Stone Creek Addition No. 10 Final Plat

DISCUSSION:

Section 3 of the City's Subdivision Regulations outlines the procedures for submitting and approving final plats, which stipulate that the Planning Commission shall vote to determine if the plat conforms to the City's subdivision regulations. The subsequent approval of a final plat by the Governing Body accepts the dedication of land for public purposes and authorizes recording of the plat with the County. Upon installation of required public improvements the developer or builder can then apply for building permits for construction.

The Planning Commission initially reviewed the final plat for Stone Creek Addition No. 10 at the November 2, 2024 Planning Commission meeting and voted 6-0 to approve the final plat with the conditions outlined in the City staff report. Subsequently the applicant determined that an adjustment to increase the extent of the sanitary sewer easements in the rear yards of several lots in the north central area of the development and slight changes to the roadway design would be beneficial to incorporate into the final plat, so the applicant resubmitted a revised final plat prior to the City Council consideration of acceptance of public dedications and filing the plat at the County Register of Deed's office.

Following resubmittal, the Planning Commission reviewed an updated version of the final plat for Stone Creek Addition No. 10 on February 1, 2024 and voted 6-0 to approve the final plat with the conditions outlined in the City Engineer's staff report dated December 28, 2023 and the City Planner's staff report dated October 27, 2023. City staff support approval of the acceptance of public dedications associated with this final plat.

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to accept the dedication of land for public purposes as part of the final plat for Stone Creek Addition No.10

ATTACHMENTS:

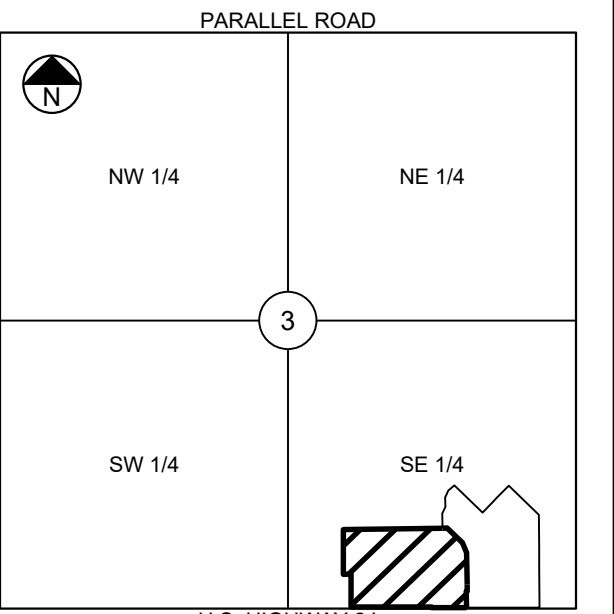
Final Plat
Engineering and Planning Staff Reports

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

Final Plat

STONE CREEK ADDITION NO. 10

Part of the SE 1/4, Fractional Section 03, Township 11 South, Range 21 East
City of Tonganoxie, Leavenworth County, Kansas



U.S. HIGHWAY 24
VICINITY MAP
Section 03, T11S, R21E
Leavenworth County, Kansas

- Notes:**
- No easements, restrictions, reservations, setbacks, or other matter of record, if any affecting the title of this property are shown, except as platted, as per agreement with the landowner.
 - No gaps or overlaps exist.
 - There are no lines of possession that affect this survey.
 - Parent tract is recorded in Book 704, Page 2005-2006, Register of Deeds Office, Leavenworth County, Kansas.
 - There are no buildings on the subject property.
 - For building setback requirements see site data table.
 - All lots shown on this plat are serviced by Public Water and/or Sewer.
 - Tract C is dedicated as a Utility easement in its entirety.
 - Homeowners/HOA will maintain tracts A, B, and C as open space, and shall also be responsible for maintaining all drainage easements. These maintenance obligations shall be set forth in a separate Declaration of Covenants, Conditions and Restrictions to be recorded against all of the property covered by this plat, following review and approval by the City, Landscape plans for tracts A, B, and C must be submitted to the City for review and approval.

Floodplain Note:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20103C0306G, effective date, July 16, 2015.

Utility Notes:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility company's judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

LEGEND

- Monument Found (1/2" Rebar), Origin: Stone Creek Addition No 1
- Monument Found (1/2" Rebar), Origin: Stone Creek Addition No 4A
- ⊗ Monument Found (1/2" Rebar), Origin: Stone Creek Business Center
- ⊗ Monument Found (1/2" Rebar), Origin: Stone Creek Addition No 9
- ⊗ Right-of-Way Marker Found
- 1/2"x24" Rebar w/CLS66 Cap Set
- ⊙ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- Assumed Bearing
- Ⓢ Curve Number
- (P1) Plat Dimension, Stone Creek Business Center, Doc: 2022P00032
- (P2) Plat Dimension, Stone Creek Addition No 1 Bk: 13, Pg: 73, NKA 1999P00073
- (P3) Plat Dimension, Stone Creek Addition No 4A Bk: 15, Pg: 31, NKA 2003P00031
- (P4) Plat Dimension, Stone Creek Addition No 9 Doc: 2021P00008
- (S) Surveyed Dimension
- B.S. Building Setback
- D.E. Drainage Easement
- ⊞ Drainage Easement Hatch
- U.E. Utility Easement
- ⊞ Utility Easement Hatch
- ⊞ Existing Easement Hatch
- S.S.E. Sanitary Sewer Easement
- ⊞ Sanitary Sewer Hatch
- ⊞ No Access

OWNER/DEVELOPER:
KANSAS LD, LLO
STEPHEN LIEUX
4058 N COLLEGE AVENUE, SUITE 300
FAYETTEVILLE, AR 72703

SURVEYOR:
SMH CONSULTANTS
TIM SLOAN
LICENSE NUMBER: PS-783
2017 VANESTA PLACE, SUITE 110
MANHATTAN, KS 66503

SITE DATA TABLE:
GROSS PROJECT AREA (ACRES): 9.26 ACRES
GROSS PROJECT AREA (SQ FT): 403228 SQ. FT.
EXISTING ZONING: R-SF-P
PROPOSED ZONING: R-SF-CUP
PROPOSED NUMBER OF LOTS: 71
PROPOSED LAND USE: SINGLE FAMILY
MINIMUM LOT WIDTH: 45 FEET
MINIMUM LOT DEPTH: 110 FEET
MINIMUM LOT AREA: 6,000 SF
LOCAL STREET: FRONT STREET
RIGHT OF WAY WIDTH: 60 FEET
PAVEMENT WIDTH: 28' B-B
BUILDING SETBACKS: FRONT YARD: 25 FEET
REAR YARD: 30 FEET
SIDE YARD: 5 FEET

BUILDING SETBACKS CORNER LOT:
FRONT YARD: 25 & 15 FEET
REAR YARD: 30 FEET
SIDE YARD: 5 FEET

Plat of Stone Creek Addition No. 10 Closure Table

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
2000		N 01°17'32"W	300.51	4000	299115.26	2145490.08
4000		S 88°04'31"W	70.00	2001	299112.81	2145420.12
2001		N 01°17'43"W	409.11	4001	299521.92	2145410.87
4001		S 71°01'01"E	2265.84	200	298784.86	2147553.49
200		N 58°43'59"W	1238.33	201	299427.59	2146495.02
201		S 21°52'34"E	93.84	202	299340.51	2146529.98
202		S 01°07'57"E	340.23	203	299000.34	2146536.71
203		S 89°59'49"E	9.52	204	299000.15	2146526.79
204		S 01°07'40"E	170.00	205	298830.18	2146530.14
205		S 89°43'22"E	1033.39	2000	298814.81	2145498.86
2000		S 90°26'24"				

PERIMETER: 5931.17 CUMULATIVE PERIMETER: 5931.17

APPROX. SQ. FEET: 403228 ACRES: 9.26

ACCUM. - SQ. FEET: 403228 ACRES: 9.26

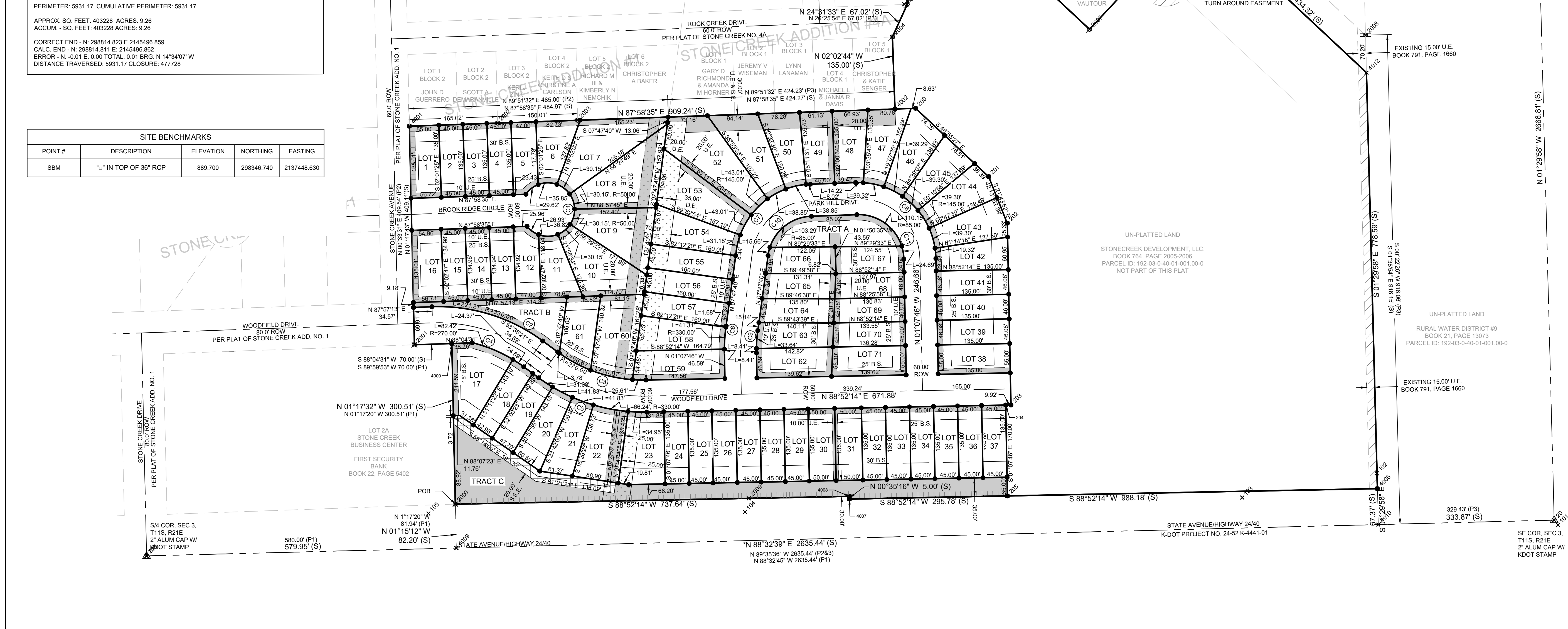
CORRECT END - N: 298814.823 E: 2145496.859

CALC. END - N: 298814.811 E: 2145496.862

ERROR - N: -0.01 E: 0.00 TOTAL: 0.01 BRG: N 14°34'07"W

DISTANCE TRAVERSED: 5931.17 CLOSURE: 477728

POINT #	DESCRIPTION	ELEVATION	NORTHING	EASTING
SBM	"I" IN TOP OF 36" RCP	889.700	298346.740	2137448.630



BLOCK 1 LOT DATA		BLOCK 1 LOT DATA		BLOCK 1 LOT DATA		BLOCK 1 LOT DATA		BLOCK 1 LOT DATA	
LOT #	AREA (S.F.)	LOT #	AREA (S.F.)	LOT #	AREA (S.F.)	LOT #	AREA (S.F.)	LOT #	AREA (S.F.)
1	7541	16	7538	31	6750	46	8773	61	7754
2	6075	17	11352	32	6075	47	8459	62	7770
3	6075	18	6294	33	6075	48	8145	63	6642
4	6075	19	6606	34	6075	49	7747	64	6207
5	6100	20	7487	35	6075	50	8144	65	6276
6	6897	21	7347	36	6075	51	10363	66	6322
7	14184	22	10361	37	6075	52	16287	67	6318
8	15039	23	10442	38	7425	53	12842	68	6016
9	11986	24	6075	39	6220	54	9250	69	6014
10	12338	25	6075	40	6220	55	7200	70	6071
11	6690	26	6075	41	6220	56	7200	71	7587
12	6138	27	6075	42	7016	57	7200		
13	6072	28	6075	43	8142	58	8711		
14	6073	29	6075	44	8242	59	9285		
15	6074	30	6750	45	7882	60	12225		

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Bearing	Chord
C1	249.81	50.00	37.50	37.50	S2° 01' 25"E	60.00
C2	221.21	330.00	114.94	114.94	S72° 50' 34"E	217.09
C3	176.67	270.00	91.63	91.63	S72° 23' 03"E	173.53
C4	106.79	270.00	54.10	54.10	S64° 58' 11"E	106.09
C5	215.93	330.00	111.99	111.99	S72° 23' 03"E	212.10
C6	51.40	330.00	25.75	25.75	N3° 19' 57"E	51.35
C7	202.92	145.00	122.06	122.06	N47° 53' 08"E	186.76
C8	230.03	145.00	147.28	147.28	S46° 34' 35"E	206.65
C9	42.05	270.00	21.07	21.07	S3° 19' 57"W	42.01
C10	118.95	85.00	71.55	71.55	S47° 53' 08"W	109.48
C11	134.84	85.00	86.34	86.34	N46° 34' 35"W	121.14

TRACT AREA TABLE			
Parcel #	Area (Acres)	Area (S.F.)	Parcel Address
72	0.27	11929	TRACT A
73	0.24	10584	TRACT B
74	1.12	48603	TRACT C

SMH CONSULTANTS

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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: RJC Project #2210-0428 TDS #91

JANUARY 2024 PAGE 1 OF 2

Final Plat
STONE CREEK ADDITION NO. 10
 Part of the SE 1/4, Fractional Section 03, Township 11 South, Range 21 East
 City of Tonganoxie, Leavenworth County, Kansas

DESCRIPTION:

A tract of land in the Southeast Quarter of Section 3, Township 11 South, Range 21 East of the Sixth Principal Meridian, Leavenworth County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 2A, Stone Creek Business Center, a Subdivision in the City of Tonganoxie, Leavenworth County, Kansas; thence
 N 01°17'32" W 300.51 feet to the Northeast Corner of said Lot 2A, Stone Creek Business Center; thence
 S 88°04'31" W 70.00 feet along the North Line of said Lot 2A, Stone Creek Business Center; thence
 N 01°17'43" W 409.11 feet to the Southwest Corner of Lot 1, Block 2, Stone Creek Addition No. 1, City of Tonganoxie, Leavenworth County, Kansas; thence
 N 87°58'35" E 484.97 feet to the Southeast Corner of Lot 6, Block 2, Stone Creek Addition No. 1; thence
 N 87°58'35" E 424.27 feet to the Southeast Corner of Lot 5, Block 1, Stone Creek Addition No. 4A, City of Tonganoxie, Leavenworth County, Kansas; thence
 N 02°02'44" W 135.00 feet to the Northeast Corner of said Lot 5, Block 1, Stone Creek Addition No. 4A; thence
 N 24°31'33" E 67.02 feet to the Southeast Corner of Lot 1, Block 2, Stone Creek Addition No. 4A; thence
 N 02°00'50" W 84.33 feet to the Northeast Corner of said Lot 1, Block 2, Stone Creek Addition No. 4A; thence
 N 21°58'59" E 72.07 feet to the Northeast Corner of Lot 2, Block 2, Stone Creek Addition No. 4A; thence
 N 48°27'56" E 72.39 feet to the Northeast Corner of Lot 3, Block 2, Stone Creek Addition No. 4A; thence
 S 46°56'47" E 359.96 feet to the Southwest Corner of Lot 8, Block 2, Stone Creek Addition No. 4A; thence
 N 43°01'42" E 294.84 feet along the Southeasterly Lot Line of Lot 8, Block 2 and Lot 1, Block 3, Stone Creek Addition No. 4A; thence
 S 46°55'05" E 434.32 feet; thence
 S 01°29'58" E 778.59 feet to the North right of way line of US-24 Highway; thence
 Along the North right of way line of US-24 Highway the following 3 courses,

Course 1: S 88°52'14" W 988.18 feet.
 Course 2: N 00°35'16" W 5.00 feet.
 Course 3: S 88°52'14" W 737.76 feet to the point of beginning containing 34.2 acres.
 Tim Sloan, PLS-783, March 9, 2023.

Subject to easements and restrictions of record.

OWNER/DEVELOPER:
 KANSAS LD, LLC
 4058 N COLLEGE AVENUE, SUITE 300
 FAYETTEVILLE, AR 72703

SURVEYOR:
 SMH CONSULTANTS
 TIM SLOAN
 LICENSE NUMBER: PS-783
 2017 VANESTA PLACE, SUITE 110
 MANHATTAN, KS 66503

OWNER'S CONSENTS AND DEDICATIONS

STATE OF KANSAS)
 LEAVENWORTH COUNTY) SS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat. The public streets, public utility easements and public walking path are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2024.

KANSAS LD, LLC.

 STEPHEN LIEUX, MANAGING MEMBER

NOTARY CERTIFICATE

STATE OF KANSAS)
 LEAVENWORTH COUNTY) SS

This consent and dedication was acknowledged before me, the undersigned officer, by

 STEPHEN LIEUX, MANAGING MEMBER OF KANSAS LD, LLC.

this _____ day of _____, 2024.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 Notary Public

My commission expires: _____

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2024.

CERTIFICATE OF THE PLANNING COMMISSION

STATE OF KANSAS)
 COUNTY OF LEAVENWORTH) SS

APPROVED BY, the Planning Commission of the City of Tonganoxie, Leavenworth County, Kansas, this

_____ day of _____, 2024.

 Monica Gee, Chairman

 John Kirk, Secretary

CERTIFICATE OF THE GOVERNING BODY

STATE OF KANSAS)
 COUNTY OF LEAVENWORTH) SS

APPROVED BY, the Governing Body of the City of Tonganoxie, Leavenworth County, Kansas,

this _____ day of _____, 2024.

 David Frese, Mayor

ATTEST

 Daniel Porter, City Clerk

CERTIFICATE OF THE CITY ENGINEER

STATE OF KANSAS)
 COUNTY OF LEAVENWORTH) SS

APPROVED BY, the City Engineer of the City of Tonganoxie, Leavenworth County, Kansas, this

_____ day of _____, 2024.

 Brian Kingsley, City Engineer

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
 COUNTY OF LEAVENWORTH) SS

This instrument was filed for record on the _____ day of _____ A.D. 2024, at _____ o'clock ____M. and duly recorded in Book _____ on Page _____.

 Register of Deeds

 Deputy

I hereby certify this plat meets the requirements of K.S.A 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

 Daniel Baumchen, PS-1363
 County Surveyor

SURVEYOR'S CERTIFICATE

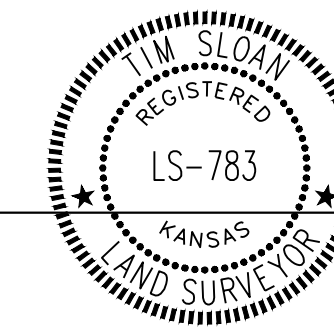
STATE OF KANSAS)
 COUNTY OF LEAVENWORTH) SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Manhattan, Kansas this _____ day of _____ A.D., 2024. Fieldwork for this project was completed on 01-13-2023.

SMH Consultants
 By: Tim Sloan

 Tim Sloan, P.S.
 Vice-President



Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: RJC Project #2210-0428 TDS #91

JANUARY 2024



City of Tonganoxie, Kansas

PLANNING STAFF REPORT

Case#: 2023-007P, Final Plat, Stone Creek No. 10

Date of Report: October 27, 2023

Application: Final Plat
Date of Application: 9/21/2023 (received by consultant via e-mail)
Date of Meeting: 11/2/2023

Action: *A final plat requires review and approval by the Planning Commission. If the final plat is in substantial conformance with a preliminary plat and meets the city's technical and construction specifications, the Planning Commission shall approve the final plat. If there are any dedications of land for public purposes, they require acceptance by the City Council.*

Applicant Name: SMH Consultants; Rausch Coleman

Property Owner Name: Stone Creek Development, LLC;

Subject Property

Address: State Avenue (west of Stone Creek Avenue), Tonganoxie KS
Property Size: 52.3 acres (original plat); 7.7 acres revised / final plat
Zoning: R-SF-CUP; undeveloped
Legal Description: meets and bounds, unplatted

Surrounding Property – Zoning and Use:

West: R-SF; single family (previously platted and constructed prior phases)
North: R-SF; single family (previously platted and constructed prior phases)
East: R-R; undeveloped/unplanned
South: R-SF; future single family (unplatted portions of the preliminary plat)

Recommendation: Approval of revised final subject to conditions

I. SUMMARY

This application is the final plat for 71 lots designated as “Stone Creek Addition No. 10” subdivision. In April 2023 this portion of the Stone Creek Subdivision was rezoned from R-SF, R-MF-3, and GBD to R-SF - CUP, and a preliminary plat was approved in association with the rezoning.

The approved CUP plan and preliminary plat included:

- 114 single-family lots ranging in size from approximately 6,000 square feet to 14,000 square feet
- Lot widths ranging from 45 feet to 60 feet
- Minimum front setbacks of 25’; other setback deviations through final plat subject to drainage and utility easements.
- Larger and smaller dimensions typically result from the block configuration or on corner lots.
- Transition of Woodfield drive to the east from a “frontage road” to a residential street, based on land use changes; and connections to the north and east through Rock Creek Drive and Valley View Drive

The CUP Rezoning and Preliminary Plat were approved subject to the following conditions:

1. The lot pattern and sizes be consistent with the preliminary plat / CUP plan with deviations in the development yield acceptable up to 5% through final platting; setback and footprint deviations could be proposed to deal with drainage and utilities.
2. Narrow lots and frontages be addressed to cumulative impacts of driveways and long expanses of streets considering a combination of the following through final plat:
 - a. Street trees between the curb and sidewalk or otherwise within 10’ of the street on all lots; species should be large / canopy trees subject to staff approval and located every 25’ to 45’ on center.
 - b. Provide deviations on long blocks, - considering alteration of alignment, incorporation of streetscape landscape, altering block structure.
 - c. Incorporate common areas and landscape features as gateways where the street or block layout permits.
 - d. Consider variations of garage access patterns such as narrow drives to recessed expanded garages, single- or shared drives to rear garages, or alternating patterns of garage access to de-emphasize the car-oriented design repeated on multiple individual sites.
3. Buffer maintained by the HOW be included on the long expanse of narrow lots that back to U.S. 24/40.
4. The City and applicant continue to coordinate with K-DO regarding that shift in street patterns and land use on Woodfield Drive (shift from commercial to residential and elimination of “frontage road” concept).
5. All elements of the City Engineers Report (March 16, 2023 of prior application, updated by September 21, 2023 report with this application).

This Final Plat, Stone Creek Addition No. 10, includes the first phase of that plan with development on Brook Ridge Circle, Woodfield Drive, and Park Hill Drive. The remainder of the plan is in a future phase marked as Tract D on this plat, and would include development on Rock Creek Drive, Valley View Drive and connections to the north.

II. ANALYSIS –FINAL PLAT

The purpose of the final plat is to ensure compliance with specific engineering and construction specifications prior to the division and sale of land or the construction of any improvements. Section 3.3

of the Tonganoxie Subdivision Regulation require the Planning Commission to review all Final Plats for conformance with the regulations. In general this involves substantial compliance with the approved preliminary plat, any conditions of that approval, and the following additional items required for the final plat.

- a. Letter from the City Engineer stating the final plat is substantially in accordance with the preliminary plat.
- b. Completed and approved plans, reviewed by the City Engineer, for streets, storm sewers and sanitary sewers.
- c. Proper format and content of the plat for recording with the county.
- d. An Address Plat conforming to the Tonganoxie Street Naming and Addressing Policy.

The Final Plat for Addition No. 10 of Stone Creek is in substantial compliance with the layout, block and lot patterns of the previous and proposed preliminary plat, (previously approved and to be renewed / revised with this application). Completed plans for the required improvements are under review by the City Engineer, according to Section 3.1.a.3 and Section 5 of the Subdivision Regulations and city specifications.

III. EFFECT OF DECISION

The Planning Commission may approve, conditionally approve/modify or deny a plat application. Any denial or conditional approval/modification must specifically state the reasons for the decision and requirements to meet the Commission's approval.

The approval of the preliminary plat does not constitute final approval or acceptance of the subdivision by the City Planning Commission or authorization to proceed on construction of the improvements within the subdivision, but shall constitute approval of the general layout. Approval of a preliminary plat is valid for one year, within which time a final plat shall be submitted. Denial of a preliminary plat may be appealed to the City Council

Approval of a final plat authorizes the applicant to proceed with final design and construction of required improvements and after acceptance of any lands dedicated for public purposes by the Council, authorizes recording of the plat with the county. Upon receipt of a certified and recorded final plat by the City and a performance bond or irrevocable letter of credit, the City may authorizes installation and construction of required improvements. Upon installation of improvements, the applicant may apply for building permits.

IV. RECOMMENDATION

Staff recommends that the Planning Commission approve the final plat of Stone Creek Addition No. 10, subject to the following conditions; and recommend that the City Council accept the lands dedicated from public purposes designated on the plat, subject to all subsequent steps required by city ordinances for recording of the plat and design and construction of improvements.

1. All previous conditions of the CUP zoning and preliminary plat approval in April 2023 remain in effect; those not specifically reflected on the final plat include:
 - a. Streetscape, street tree, and frontage design details compliant with condition number 2 in the prior approvals. These can be addressed through landscape, streetscape, and building permit plans approved by staff after final plat approval.
 - b. Documentation on final plat indicating HOA responsibility for Tracts A, B, and C. Additionally landscape plans and HOA documentation to demonstrate compliance with

conditions 2 and 3 of the prior approval can be reviewed and accepted by staff after final approval.

2. An address plat be submitted prior to recording meeting the City's Street Naming and Addressing Policy and any Leavenworth County requirements.



Chris Brewster
Contract City Planner



Office of the City Manager
AGENDA STATEMENT

DATE: February 5, 2024
To: Honorable Mayor David Frese and Members of the City Council
FROM: Lindsay Huntington, Municipal Court Clerk
SUBJECT: Downtown Study Request for Proposal Consideration of Recommendation from the Planning Commission

DISCUSSION:

The City of Tonganoxie accepted bids for the 2023 Downtown Regulating Plan Development project with a request for proposals issued in October 2023. A basic overview of what is being requested in the scope of work is creation of a regulating plan concept combining a policy plan, public realm design, development plan, and regulations for a specific area in the City of Tonganoxie.

Two firms (Houseal Lavigne and MultiStudio) submitted a proposal for this project and both were interviewed by a group of four interviewers which included two members of the Planning Commission and two City staff. The interviewers provided standard interview questions to both parties and completed a numerical rating matrix which was summarized with a score for each firm based on the results provided by the individual interviewers.

More information about the RFP and a copy of the full Multistudio submittal can be viewed online at: https://drive.google.com/drive/folders/1X3a4nDL_b20hV4Fxr2333_CMJt75XrxK?usp=sharing

Table with 5 columns: Criteria, Ratings (1-5) for Houseal Lavigne Associates, Ratings (1-5) for Multistudio, Total, and Weighted. Rows include: 1. Qualifications of key personnel, including subcontractors; 2. Experience & ability to perform the work; 3. Responsiveness to the RFP/local conditions in the Tonganoxie community; 4. Project Cost; and a summary row for (Scenario of 3 and 4 receiving priority weighting in final selection).

#1	Ratings (1-5)	Notes	Ratings (1-5)	Notes
Criteria	Houseal Lavigne Associates		Multistudio	
1. Qualifications of key personnel, including subcontractors	4	Wide range of experience with variety of different projects/cities	4	Experience with many different communities, some similar to Tonganoxie
2. Experience & ability to perform the work	4	Experience and Knowledge relevant	5	Strong knowledge of Tonganoxie Community
3. Responsiveness to the RFP/local conditions in the Tonganoxie community	3	Responsive to RFP and has some research on the downtown	4	Understands the challenges within the community
4. Project Cost	4	Adaptable based on what the main needs are	4	Adaptable and will break cost out in phases to determine what is exactly needed
	15	Total	17	
(Scenario of 3 and 4 receiving priority weighting in final selection)	22	Weighted Total	25	

#2	Ratings (1-5)	Notes	Ratings (1-5)	Notes
Criteria	Houseal Lavigne Associates		Multistudio	
1. Qualifications of key personnel, including subcontractors	4	No concerns with their qualifications of the team. Liked the team approach	4	No concerns with their qualifications of the team. Liked the team approach and the long term focus.
2. Experience & ability to perform the work	4	Demonstrated that they had done both planning and zoning. They reviewed the comprehensive plan. The team addressed the Lawrence, KS and the Elmhurst, IL downtown plans. The Grant Avenue project in Springfield looked like exactly like what we want to do on a smaller scale.	4	Demonstrated that they had done both planning and zoning. They reviewed the comprehensive plan and understood the outcome we are trying to achieve and a discussion the options would be great. Use the way they discussed how they would approach the economic development. All values will be heard and all are informed on the direction taken and why. They used the Westport example from their previous work the Gateway project as similar to Tonganoxie
3. Responsiveness to the RFP/local conditions in the Tonganoxie community	3	They demonstrated an adequate understanding of what we at least stated as our original plan. Like the way they focus on the desires of customer and plan to gather community engagement as well as whose feedback should be prioritized.	4	Liked the discussion and approach to the public spaces and using what we have more effectively. Give us an opportunity to look at understanding some of the things we envisioned. They also demonstrated a more than adequate understanding of downtown Tonganoxie and the outcome we hope to achieve as a result of the project.
4. Project Cost	4	They have the ability to scale up or down based on our needs and desires and are willing to help us with scope based on what we want to have done—they can scope to meet our objectives	4	They take efforts to cut the cost. The greatest cost would be in the engagement piece in terms of the preparation. They can scale based on the steps we want them take or not take in each phase.
	15	Total	16	
(Scenario of 3 and 4 receiving priority weighting in final selection)	22	Weighted Total	24	

#3	Ratings (1-5)	Notes	Ratings (1-5)	Notes
Criteria	Houseal Lavigne Associates		Multistudio	
1. Qualifications of key personnel, including subcontractors	5	No concerns with abilities of proposed team members.	5	No concerns with abilities of proposed team members.
2. Experience & ability to perform the work	5	excellent track record of work.	5	excellent track record of work.
3. Responsiveness to the RFP/local conditions in the Tonganoxie community	3	Was disappointing to hear personal experience of person with local upbringing and college experience was cost includes significant investment in getting "up to speed" with local issues and actual built environment.	4	More experienced with both completed development projects in recent years as well as proposed
4. Project Cost	2		3	Cost still higher than City's budget expectations but able to be modified as needed.
	15	Total	17	
(Scenario of 3 and 4 receiving priority weighting in final selection)	20	Weighted Total	24	

#4	Ratings (1-5)	Notes	Ratings (1-5)	Notes
Criteria	Houseal Lavigne Associates		Multistudio	
1. Qualifications of key personnel, including subcontractors	4	Obviously qualified	4	Obviously qualified
2. Experience & ability to perform the work	4	Demonstrated experience and ability to perform work with the display of other projects.	4	Demonstrated experience and the ability to perform work with the information shared regarding Westport. No presentation provided
3. Responsiveness to the RFP/local conditions in the Tonganoxie community	4	Does not have specific knowledge of Tonganoxie but does have a familiarity for the area. Several very good examples (functions, addressing each area by block) of how they	3	Obvious knowledge of Tonganoxie and a great deal of history. But, did not have models and examples of how they would address this project.
4. Project Cost	2	Higher than we would like. BUT the ground work in the beginning might reveal other options not addressed heretofore.	4	Obviously a price that would work with our budget
	14	Total	15	
(Scenario of 3 and 4 receiving priority weighting in final selection)	20	Weighted Total	22	

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a Motion to approve the recommendation from the City Planning Commission to award multistudio the Downtown Regulating Plan Project and request staff negotiate terms of a scope of services and contract agreement.

ATTACHMENTS:

None.

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



Office of the City Manager
AGENDA STATEMENT

DATE: February 5, 2024
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Authorization to Approve an Auditing Services Proposal from BT&Co., P.A.

DISCUSSION:

In 2019 the City Council approved a three-year agreement with Kramer and Associates for auditing services for the 2018, 2019, and 2020 fiscal years. Due to the transition of key staff within the firm and overall level of workload the firm was unable to perform municipal auditing services beginning with the audit of the City's 2019 fiscal year. In an effort to aid current municipal clients with securing auditing services in a very short timeframe Mr. Kramer made a connection with the Topeka-based independent public accounting firm Berberich Trahan & Co., P.A. (BT&Co.) to allow his municipal clients to work with BT&Co to complete fiscal year 2019 audits at the same or a very similar cost. BT&Co was the only other respondent to the City's RFP for auditing services completed in 2019.

Karen Linn, who will be retiring as the Director of BT&Co later in 2024, has provided a multi-year agreement proposal for the City Council's consideration. Included in this agreement is a similar scope of services as included in the previous letter of engagement for completing the audit of the 2020, 2021, and 2022 fiscal years. The audit staff identified in the proposal include Karen Linn, Kayla Williams (who would serve as the Director on the City's upcoming audit), and Alex Johnson. In each of the previous audit processes BT&Co. has changed the assigned group of personnel who work with City staff to complete the audit, which is a positive practice in the provision of auditing services.

The enclosed letter of engagement outlines more specific expectations for the working relationship between BT&Co and City staff for the audit of the fiscal year ended December 31, 2023, which culminates in the delivery of a written report to the Governing Body at the conclusion of the audit. Any required single audit will incur additional fees determined by the number of major programs included for compliance testing and reporting required by the Single Audit Act.

BUDGET IMPACT:

Terms of payment within the City's previous contract included the following amounts by fiscal year, subject to annual appropriation by the government body of the City.

Approval of the attached letter of engagement with BT&Co would result in costs for professional services to be charged to the City's General Fund. One major program for Single Audit would add \$3,000 - \$4,000 to the annual fee amounts and additional major programs would add \$2,000 - \$3,000 cost.

1. Audit of Year Ended December 31, 2023 - \$15,345
2. Audit of Year Ended December 31, 2024 - \$16,850
3. Audit of Year Ended December 31, 2025 - \$18,100

ACTION(S) NEEDED:

Make a motion to authorize the acceptance of the auditing services proposal from Berberich Trahan & Co., P.A. for the year ended December 31, 2023 and two subsequent years.

Make a motion to authorize the Mayor and City Manager to execute a letter of engagement with Berberich Trahan & Co., P.A., for the preparation of an audit of the fiscal year ended on December 31, 2023.

ATTACHMENTS:

BT&Co Proposal for Auditing Services and Draft Letter of Engagement

cc: George Brajkovic, City Manager



January 29, 2024

Honorable Mayor and City Council
City of Tonganoxie, Kansas
P.O. Box 326
Tonganoxie, Kansas 66086

Attention: Mayor David Frese

BT&Co. is pleased to have the opportunity to continue the professional relationship and to provide auditing services to the City of Tonganoxie, Kansas (the City) for the year ended December 31, 2023 and for two subsequent years. The City is a valued client of our firm. We pledge that you will continue to receive quality service from quality people. Our top-quality, cost-effective service is the best evidence of our ability to service the City's needs.

You have requested that we audit the City's regulatory-basis financial statement as of and for the year ended December 31, 2023. We will also report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statement as a whole.

If required, we will also perform the audit of the City as of December 31, 2023 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The following provides some summary information about our firm to describe fully why and how we can perform effectively. It describes our:

- 1. Professional Reputation and Proven Experience - BT&Co. is well established in providing services to governmental clients. While many of our peers have decided to de-emphasize the governmental and nonprofit industries, we have continued to invest in them. We know that governing entities are being held to ever-higher levels of scrutiny, public accountability, and demands for efficiencies and performance, and we are committed to helping you meet those expectations. Therefore, we have invested in the technology, training, and human resources to stay one step ahead of these challenges faced by our clients.
2. Service Record -- We believe that our current involvement with the City of Tonganoxie and other cities has demonstrated our ability to perform to your specifications both from quality and timeliness viewpoints, including the availability of client-service team individuals, which enables us to respond to day-to-day inquiries promptly. We are committed to schedule the engagement to satisfy your deadlines as they arise.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

4301 SW Huntoon St Topeka, KS 66604 | t: 785 234.3427 | toll-free: 800 530.5526 | f: 785 233 1768 | w: btandco-ks-pa.com



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 2

3. **Staffing** - We have committed to assign experienced government auditors to the engagement team. This would include Karen Linn, Kayla Williams, and Alex Johnson. Because of the significant amount of governmental auditing that we perform, all of our audit team meet the GAO continuing professional education requirements. Our staffing will provide for an effective and timely audit and will result in minimum disruption of the operations of the City.
4. **Competitive Professional Fees** - We believe that the audit fee we are proposing is fair considering your state and federal reporting requirements and is commensurate with the work to be performed.
5. **Research Abilities** - We are formally associated with the world's fifth-largest accounting firm, RSM US LLP. As a member of the RSM US Alliance, we have access to the most up-to-date, industry-specific information available and some of the most sophisticated practitioners in the accounting profession. BT&Co.'s experience and expertise, combined with RSM US LLP's resources, will maximize the value of your audit.

Thank you for the opportunity to submit this proposal for professional services for the next three years. We look forward to continuing to work with the City.

Very truly yours,

BT&Co., P.A.

Karen K. Linn
Director

KKL:tls

PROFESSIONAL FEES

Our professional fees are based upon the time spent on an engagement at an hourly rate related to the level of experience and training of the individuals assigned. Consequently, the amount of client assistance received has a direct bearing on the cost of the audit. Our all-inclusive maximum fees (including travel and expenses) are as follows:

Year ended December 31, 2023	\$ 15,345, plus cost of a single audit if required (see below)
Year ended December 31, 2024	\$ 16,850, plus cost of a single audit if required (see below)
Year ended December 31, 2025	\$ 18,100, plus cost of a single audit if required (see below)

If a single audit is required in the years covered by this proposal, we anticipate additional fees as follows for compliance testing and reporting required by the Single Audit Act. We would discuss those fees with you in advance of the audit fieldwork:

One major program	\$ 3,000 - \$ 4,000
Additional major programs	\$ 2,000 - \$ 3,000

The quoted fees will be the maximum for the work described in this proposal unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions, including difficulty in obtaining records necessary to conduct the audit, are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. We would discuss with you any fee increases related to increases in the City's operations or funding prior to the audit of that year.

As part of our commitment to the City, we will not charge you for phone calls, questions, or letters and communications on matters such as new accounting and reporting issues, etc., unless significant time is required for research and response. Accordingly, the time and expenses for routine inquiries are included in our fee quote. We understand that any fees for additional work would require advance approval.

Interim billings will be prepared periodically throughout the audit in relation to the amount of work in progress.



Certified Public Accountants

January 29, 2024

Honorable Mayor and City Council
City of Tonganoxie, Kansas
P.O. Box 326
Tonganoxie, Kansas 66086

Attention: Mayor David Frese

The Objective and Scope of the Audit of the Financial Statement

You have requested that BT&Co., P.A. (“BT&Co.,” “we”, “us”, or “our”) audit the City of Tonganoxie, Kansas’s (the “the City”, “you”, or “your”) regulatory basis financial statement as of and for the year ending December 31, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statement is free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and the *Kansas Municipal Audit and Accounting Guide* (the Guide). Those standards or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and the Guide, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, based on an understanding of the City and its environment, the applicable financial reporting framework, and the City’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
2. Consider the City’s system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSMUS LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 2

3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statement that becomes known to us during the audit and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA").

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statement; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is also responsible for the preparation of the supplementary information presented in relation to the financial statement in accordance with the regulatory basis of the State of Kansas, which is a comprehensive basis of accounting other than principles generally accepted in the United States of America. Management agrees to include the auditors' report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statement or, if the supplementary information will not be presented with audited financial statement, to make the audited financial statement readily



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available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

The City Council is responsible for informing us of its views about the risks of fraud, waste, or abuse within the City, and its knowledge of any fraud, waste, or abuse or suspected fraud, waste, or abuse affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statement in accordance with the regulatory basis of accounting;
2. To evaluate subsequent events through the date the financial statement is issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of a financial statement that is free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement, including information relevant to disclosures;
 - b. A draft financial statement, including information relevant to its preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement.

Reporting

We will issue a written report upon completion of our audit of the City's financial statement. Our report will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditors' report.



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If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statement because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Dan Porter, Assistant City Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

In connection with our audit, you have requested us to perform the following accounting services:

1. Drafting the financial statement and note disclosures.

Dan Porter, Assistant City Manager will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over the services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase.

We propose that our fee for this engagement, which includes out-of-pocket expenses, will be \$ 15,345. If an audit under the Single Audit Act/Uniform Guidance is required, we anticipate additional fees that we will discuss with



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you in advance of the audit fieldwork. The quoted fee for the year end December 31, 2023, will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payment will be applied first to the accrued finance charges and then to outstanding invoices.

Use of Subcontractors and Third-Party Products


We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. We may share your information, including Confidential Information, with these third-party service providers; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure. We will be responsible to you for the performance of our third-party service providers, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of BT&Co. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of BT&Co.'s audit



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procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BT&Co. for the City under this Engagement Letter, or any documents belonging to the City or furnished to BT&Co. by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BT&Co. policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BT&Co.'s form. BT&Co. reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because BT&Co. will rely on the City and its management and the City Council to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless, and release BT&Co. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

The City and BT&Co. agree that no claim arising out of, from, or relating to the services rendered pursuant to this Engagement Letter shall be filed more than two years after the date of the audit report issued by BT&Co. or the date of this Engagement Letter if no report has been issued. In no event shall BT&Co. or the City, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. Except for a covered party's indemnification obligations under this Engagement Letter, to the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this Engagement Letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the City to BT&Co. under this Engagement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the City of its payment obligations to BT&Co. under this Engagement Letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.



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The City and BT&Co. both agree that any dispute over fees charged by BT&Co. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by BT&Co., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Confidentiality

BT&Co. and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, BT&Co. and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, BT&Co. is permitted to disclose the City's Confidential Information to BT&Co.'s personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the foregoing, the City acknowledges and agrees that Audit Documentation constitutes Confidential Information of BT&Co.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.



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Notwithstanding anything stated to the contrary in this Engagement Letter, the City consents to BT&Co.: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the City, or otherwise obtained by BT&Co., in connection with the services provided under this Engagement Letter, to provide the City with professional services under any other professional services agreement the City enters into or has entered into with BT&Co.; and (ii) using any information or data provided by or on behalf of the City, or otherwise obtained by BT&Co., in connection with professional services provided by BT&Co. under another professional service agreement BT&Co. has entered into with the City, including confidential, personal, or other protected information, to provide the services under this Engagement Letter to the City.

Data Protection Compliance

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified, marked or unmarked controlled unclassified information ("CUI") subject to the National Industrial Security Program Operating Manual ("NISPOM") or the Defense Federal Acquisition Regulation Supplement ("DFARS"), or export controlled data subject to Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"). Unless otherwise expressly agreed upon and specified in writing by BT&Co. and the City, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

BT&Co. and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.



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Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws. If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of BT&Co., our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.



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We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the City acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the City or an individual to be identified by third parties without your prior written consent.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statement in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

BT&Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statement addressed in that report. BT&Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration



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of this Engagement Letter. The City shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The City shall not knowingly cause BT&Co. to violate any sanctions applicable to BT&Co. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and the United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

RSM US LLP will be available to support BT&Co. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control, and ultimate responsibility for the performance of this engagement.

BT&Co. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International. Visit rsmus.com/about-us for more information regarding RSM US LLP and RSM International. The RSM™ logo is used under license by RSM US LLP. RSM US Alliance products and services are proprietary to RSM US LLP.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between BT&Co. and the City and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a



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record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Agreed to and acknowledged by:

BT&CO., P.A.

Karen K. Linn
Director

KKL:tls
Enclosures

Confirmed on behalf of the City of Tonganoxie, Kansas:

Mayor

Date

City Manager

Date



Office of the City Manager
AGENDA STATEMENT

DATE: February 5, 2024
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Public Wifi Service Provision Update to the City Council

DISCUSSION:

In 2020 the City of Tonganoxie utilized a portion of the CARES Act federal funding support allocated to the City for supporting the installation of equipment necessary to provide outdoor wifi internet connection in three public locations in the City of Tonganoxie in an effort to support online remote learning, work, and general beneficial use to any members of the public in need of those opportunities. Between hardware costs, installation labor, electrical service preparation, and service provision for a three-year period the total funding committed to this project was \$175,000, which represents approximately 17% of the City's overall allocation.

The three sites for provision of free outdoor public wifi service included the Tonganoxie Public Library campus, the City Water Park facility, and the Recreation Commission's Chieftain Park playground and core trail & grass ballfields area. The City moved forward in this initiative with Midco, a franchise holder for cable television services in the City and local internet service provider, as a sole source procurement and negotiated terms which included allowing the free public wifi network name at all three locations to include reference to Midco. A copy of the approved service proposal from Midco Business for the majority of the project cost is enclosed for reference showing maps of anticipated coverage areas and details of the connectivity equipment. The agreement includes the arrangement that the City procured the equipment purchase, installation, and network service connection with CARES Act funding but all repairs and upkeep of the network hardware were completed and paid for by Midco. This agreement was approved in late 2020 and the service was activated when work was completed in early 2021. The funding provided for this project covered a period of a little less than three years of account service provision charges and fees and beginning in early 2024 there is a need to determine if the City and associated partner organizations will desire to fund the continued provision of the current services or take a different approach.

In an effort to identify future options and cost considerations City staff have initiated discussions with the current Midco enterprise service representative as well as the Tonganoxie Public Library and Tonganoxie Recreation Commission staff. Currently there is a limited amount of information available about wifi service usage levels and trends but staff are working with the Midco representatives to help provide as much information as possible. Other current variables being discussed include the term of service agreement to consider, adjustments to internet access service level, adjustments to locations served, and respective cost sharing arrangement options.

This report is being provided in advance of staff bringing back a set of action options for the consideration of the City Council in order to allow discussion to occur and to collect any additional questions or information that the City Council feels would be necessary to help make an informed decision about this service.

BUDGET IMPACT:

Decisions about ongoing commitments for provision of public wifi services in the City of Tonganoxie promise to impact the City's 2024 and future fiscal year budgets.

ACTION(S) NEEDED:

No action is requested at this time, this item is intended for discussion purposes.

ATTACHMENTS:

None.

cc: George Brajkovic, City Manager

City of Tonganoxie WiFi Proposal



Tonganoxie, Kansas

10-19-2020

Chieftain Park (206 Main Street)

- 5 Outdoor Access Points all fed via 10 fibers
- All fiber will terminate at the City Pool
- Power will need to be provided at each location of the access points located on the map. Provided by the City, refer to summary on the last page for details
- Access Points will be mounted on light poles and on top of the building located in the park. Midco will coordinate (with the Recreation Commission) installation to avoid conflicts with the new lighting project on the existing poles.

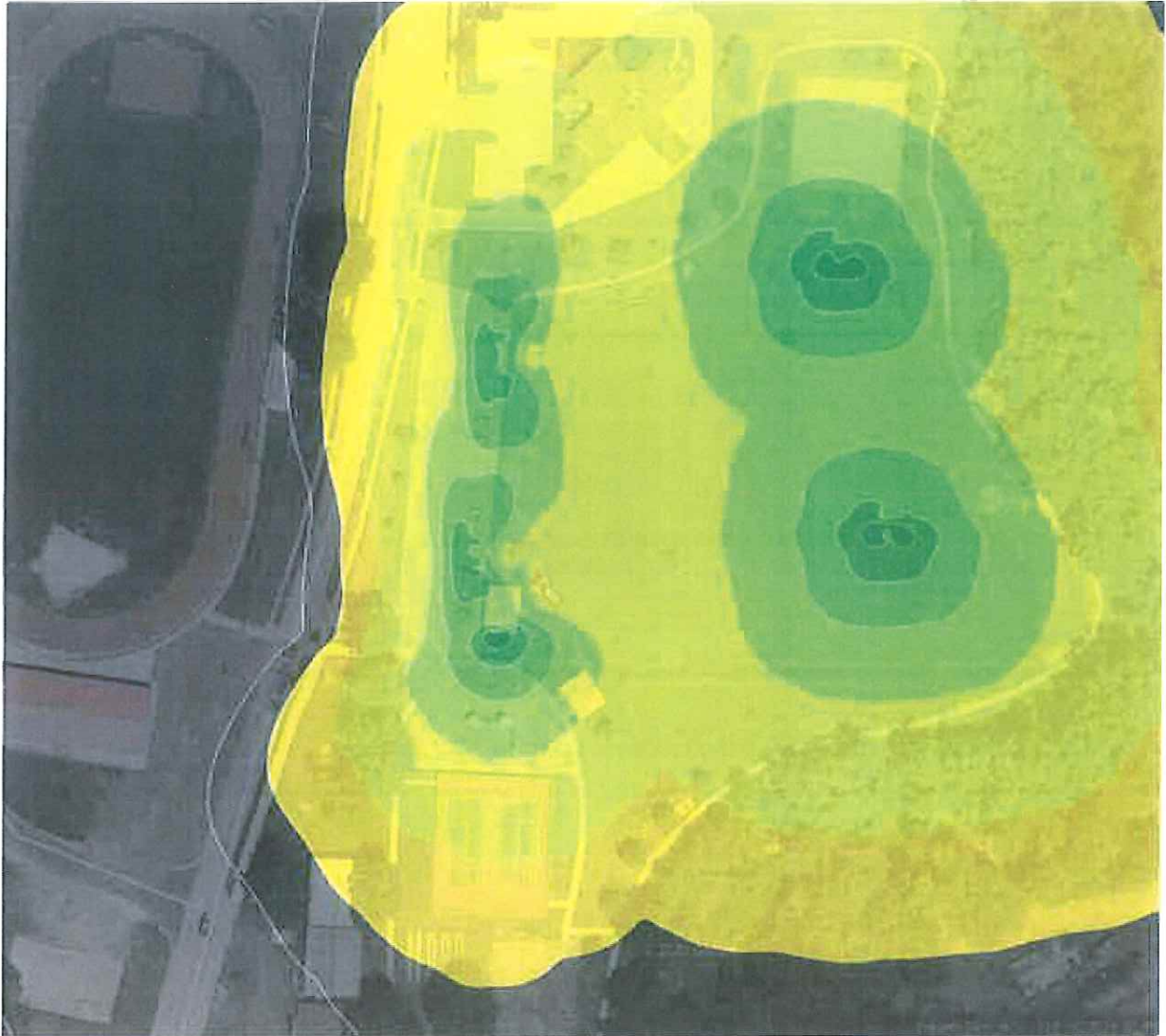
Access Points at Chieftain Park



City of Tonganoxie WiFi Proposal

Predicated Signal Strength for Chleftain Park

- Below is predictive coverage for Wireless Internet (actual coverage would be measured at the time of install)

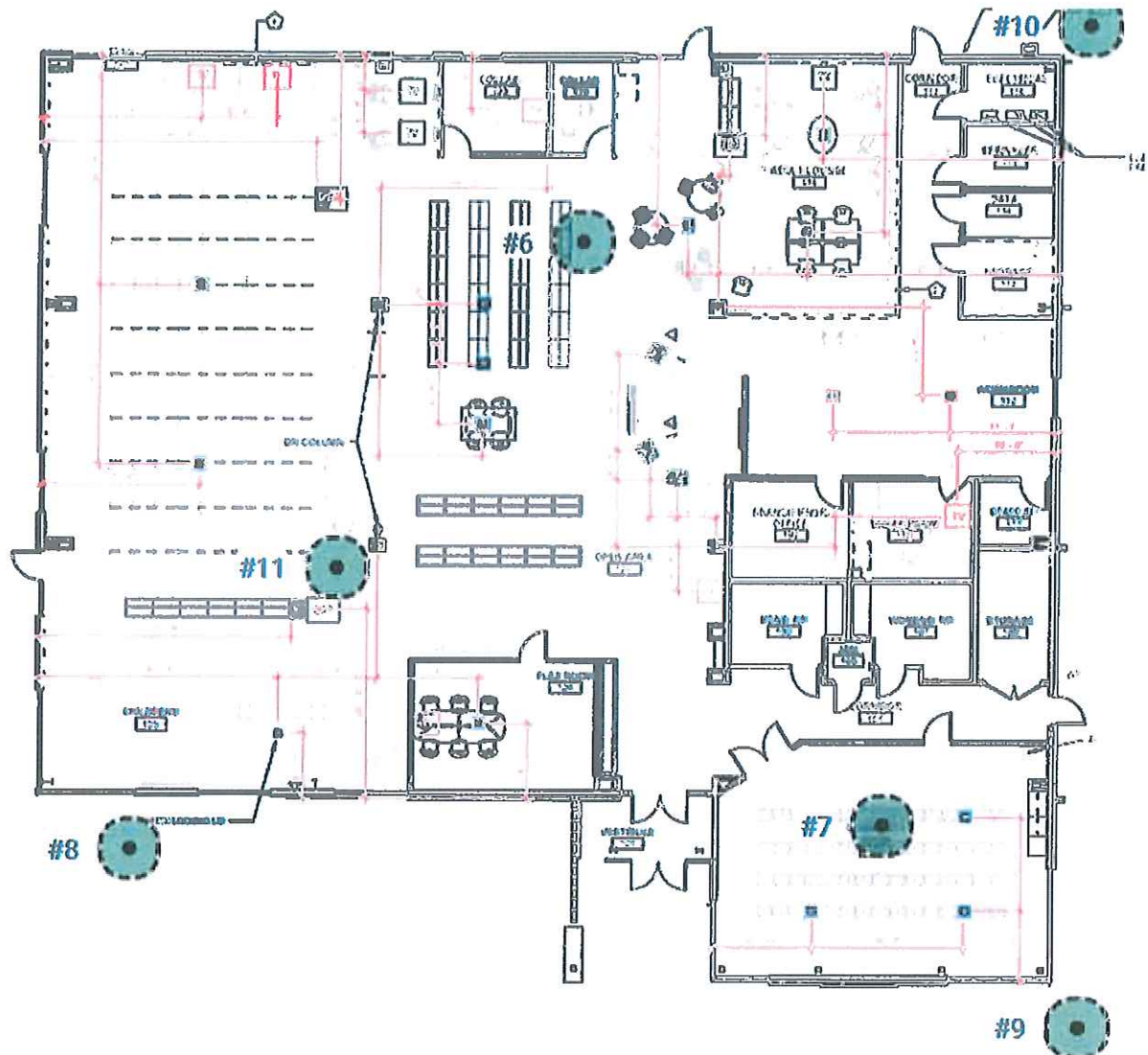


City of Tonganoxie WiFi Proposal

Library (217 E 4th Street)

- 3 indoor access points will provide wireless internet inside library
- 3 outdoor access points will provide wireless internet outside the library exterior mounting options will need to be worked out.
- All access points will be fed via cat5 back to a POE switch located in the library data closet, requiring new cat5 feeds (with City assistance) for all if the existing WiFi is retained.
- Midco will coordinate with the City to mitigate interference between the existing City WiFi network and the new Midco WiFi network.
- POE switch will provide 10G internet service for all Access Points
- Midco network could replace the existing City public WiFi if so desired

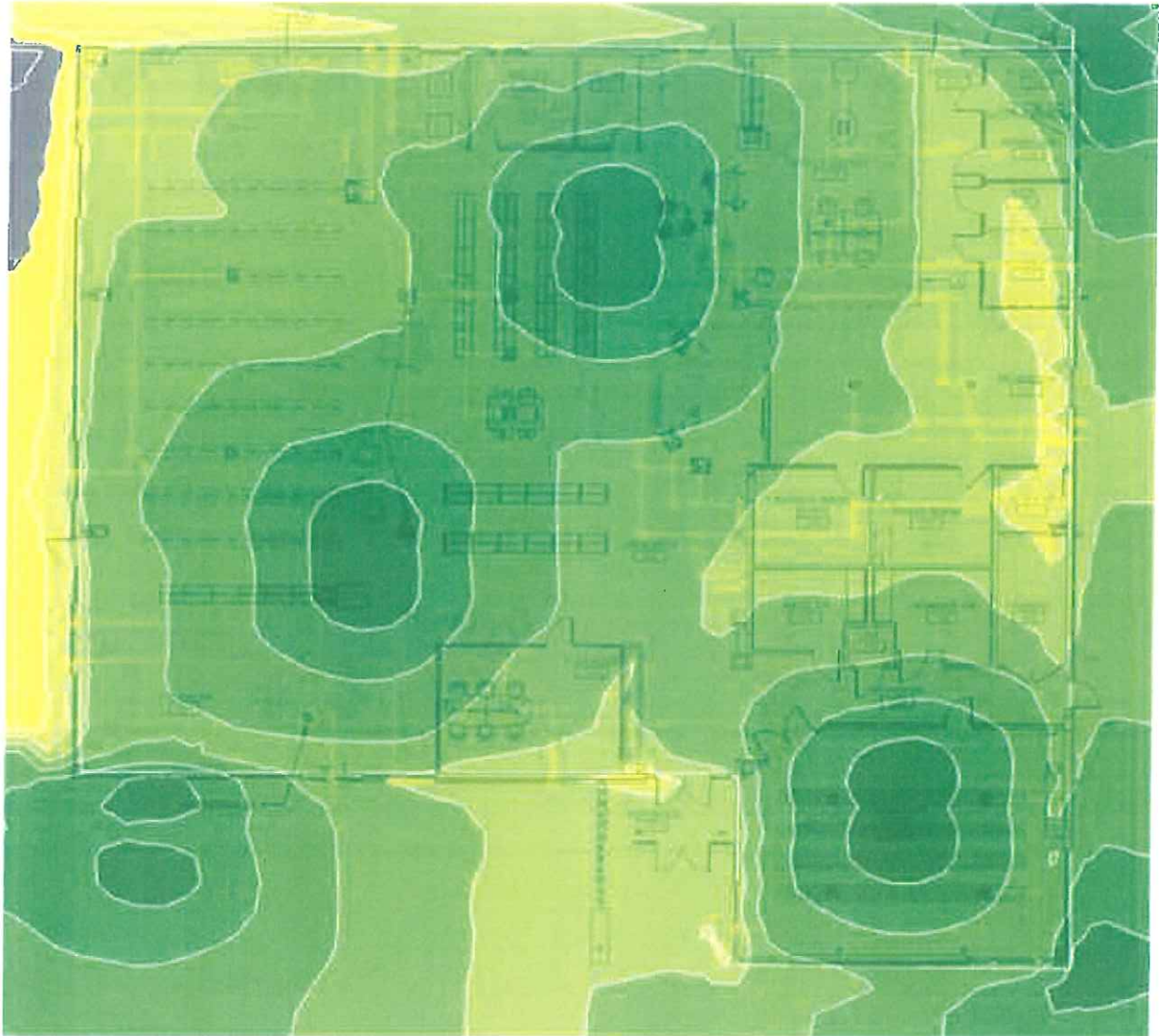
Access Points on Library



City of Tonganoxie WiFi Proposal

Predicative Signal Strength for Library

- Below is predictive coverage for Wireless Internet (actual coverage would be measured at the time of install)

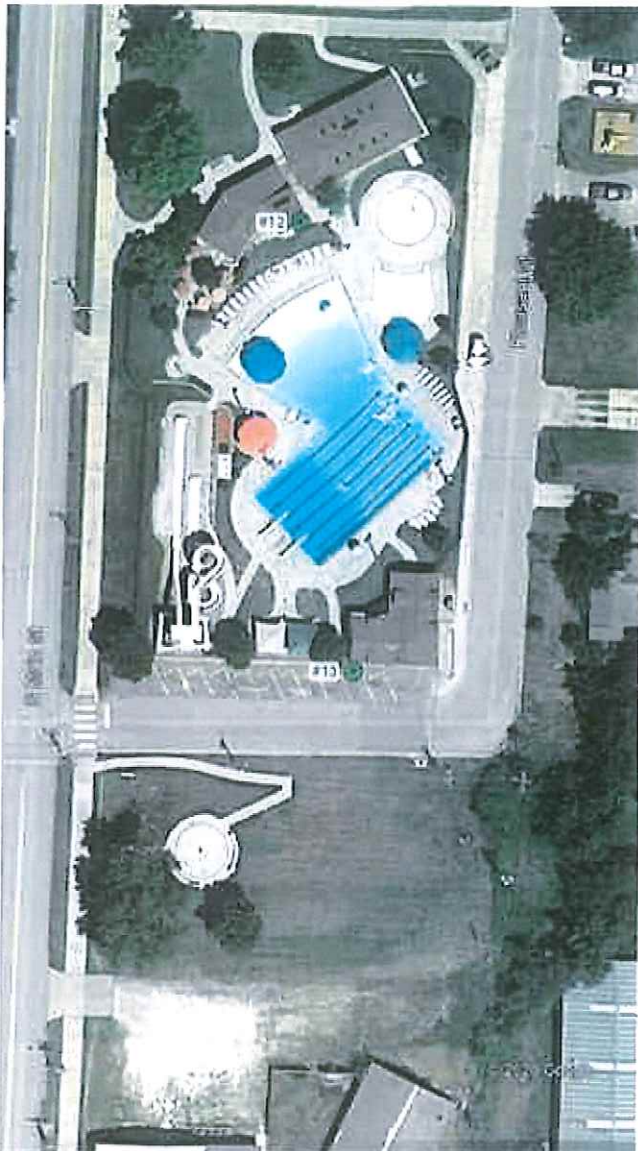


-80 dBm Cisco Design Guidelines -65 -30 dBm

City Pool (221 S Main Street)

- 2 Outdoor Access Points will provide wireless internet for the public pool and Gallagher Park
- Access Points will be fed via 4 fibers that will be terminated in the pool office area
- Access Points will be mounted on the outside of the buildings or light poles located on the property
- A network switch will need to be installed in the pool office area. This will terminate the 10 fibers from Chieftain Park. This switch will also provide a 10G connectivity to the Public Library via 2 fibers

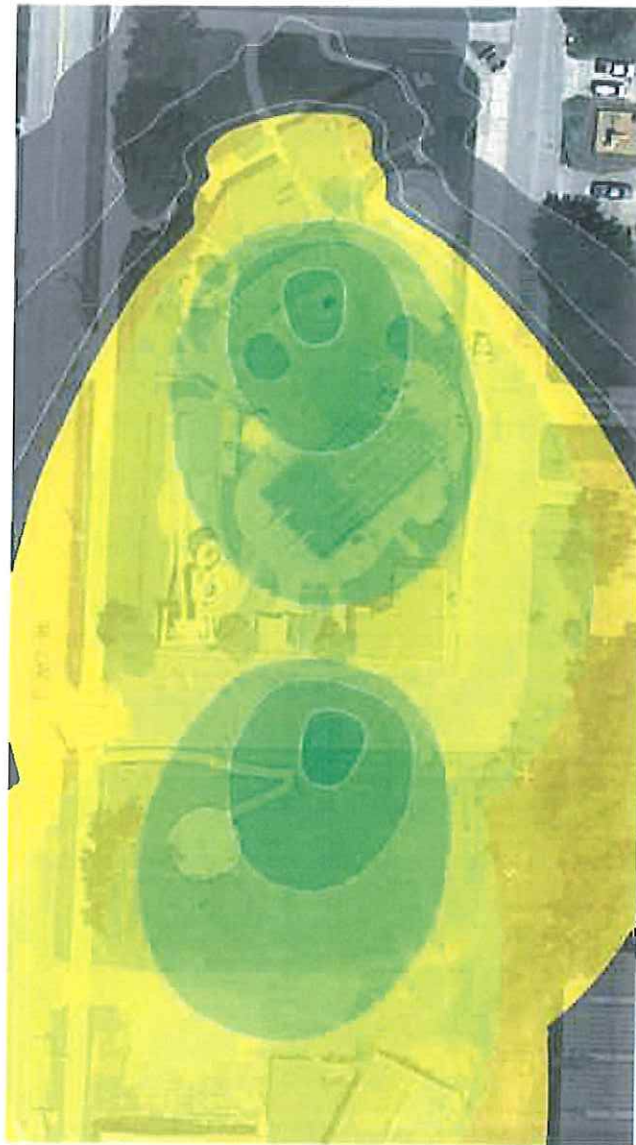
Access Points at the City Pool



City of Tonganoxie WiFi Proposal

Predictive Signal Strength for the City Pool

- Below is predictive coverage for Wireless Internet (actual coverage would be measured at the time of install)



City of Tonganoxie WiFi Proposal

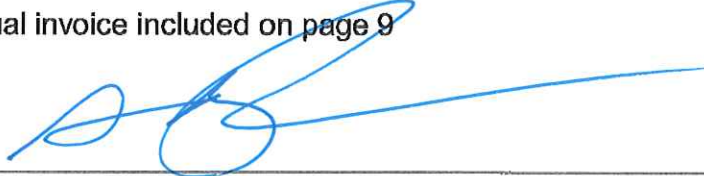
Solution Summary

- 10 Outdoor access points (7 of these are direct fiber fed via 14 fibers)
- 3 Indoor Access Points (all cat5 fed)
- Expected Speeds per AP is 300 to 400 Mbps
- 2 Network Switches will provide internet connectivity between locations
- 10Gig internet circuit will provide internet connectivity for all Access Points
- End users will just need to connect to "MidcoWiFi" SSID to get online, no registration will be needed
- Specs for outdoor electrical requirements:
- https://www.cisco.com/c/en/us/td/docs/wireless/access_point/1560/installation/guide/1560hig.html
- https://www.cisco.com/c/en/us/td/docs/wireless/access_point/1560/installation/guide/1560hig.pdf
-

Required Coordination

- We will need to work with the City to determine how they would like to get power to the outdoor access points located at Chieftain Park and the Public Pool and who will pay for this (Typically the city electricians would do this or they would recommend a local electrician)
- We will need to work with the city how they would like us to mount all indoor and outdoor access points to the structures

Actual invoice included on page 9



Date: 10/29/20

Acceptance authorization City of Tonganoxie



Date: 10-29-20

Acceptance authorization Tonganoxie Recreation Commission



INVOICE

Attn Accounts Receivable
PO Box 5040
Sioux Falls, SD 57117-5040
DUNS # 17734562

DATE: October 19, 2020
INVOICE # - SPC
FOR: Manual Invoice for Internet
WIFI

Bill To:
City of Tonganoxie
526 E 4th St
Tonganoxie KS 66086

DESCRIPTION	AMOUNT
Midco Internet WIFI Solution Per Proposal	\$ 165,000.00
Proposal Includes:	
City Pool - 221 S Main St, Tonganoxie KS	
• 2 Outdoor Access Points	
• 4 Dark Fibers	
Fiber switch	
• 2 Dark Fiber Connecting to the Library	
Tonganoxie Public Library - 217 E 4th St, Tonganoxie KS	
• 10Gbps Internet Access (Internet Hub for all Locations)	
• 3 Indoor Access Points	
• 3 Outdoor Access Points	
• Ethernet Switch	
• 2 Dark Fibers to the Pool (as referenced above)	
Chieftain Park - 206 N Main St, Tonganoxie KS	
• 5 Outdoor Access Points	
• 10 Dark Fibers Terminating at the Fiber Switch (located at the pool)	
***City will provide the electrical power and receptacles for all equipment	
***City will provide space for mounting on buildings or light poles per design.	
***City will provide access as needed to install and support.	
	\$ 165,000.00

Make all checks payable to Midco

If you have any questions concerning this invoice, contact Steve Johnson at (320) 686-0021.

THANK YOU FOR YOUR BUSINESS!