



TONGANOXIE PLANNING COMMISSION

Agenda

August 3, 2017

7:00 p.m.

City Council Chambers

321 S. Delaware St.

CALL TO ORDER - Board of Zoning Committee Meeting

- 1. APPROVAL OF BZA MINUTES – July 6, 2017**

ADJOURN

CALL TO ORDER – Planning Commission Meeting

- 1. APPROVAL OF PC MINUTES – July 6, 2017**
- 2. NEW BUSINESS**
 - a) Review Special Use Permit – In Home Day Care submitted by Courtney Gordon
 - b) Review Site Plan for El Portofino Mexican Café & Cantina-310 N Village Terr. (Former Mirth 2 restaurant)
- 3. OLD BUSINESS**
 - a) Review Planning Commission Bylaws
- 4. OPEN AGENDA**
- 5. GENERAL INFORMATION**
 - a) June Home Builders Association Permit Statistics
 - b) June Market Research Statistics
- 6. ADJOURN**

TONGANOXIE
BOARD OF ZONING
MEETING MINUTES
JULY 6, 2017

Call to Order – The Board of Zoning met on July 6, 2017. John Morgan called the meeting to order at 7:00 pm. Board Members present were Zach Stoltenberg, Jacob Dale, Steve Gumm, Monica Gee, Steve Ashley and Patti Gabel. A quorum was met. Also present were George Brajkovic, City Manager, Chris Brewster, City Planner, and Patty Hagg, Recording Secretary.

New Business

Sign Variance for Burrito Talk located in the Cenex/FasTrax Sign at 420 Stone Creek Dr.

Chris Brewster, City Planner with Gould Evans, reviewed his staff report dated June 28, 2017. He discussed the location, zoning, the existing non-conforming sign and the current sign ordinance. Also discussed were the review considerations and conditions.

Robbie Golder, Schurle Sign Company representative was present to speak in favor of the sign as presented to the Board. He explained the new sign will be added to the existing sign and it is to advertise a new food business that will be located within the FasTrax tenant area.

No one was present in opposition of the sign.

The Board discussed the review considerations and conditions. Mr. Stoltenberg stated he did not think the proposed sign met all five of the required considerations. Also discussed were building signs, square footage of the existing sign and the size of the new replacement insert.

- Zach Stoltenberg made a motion to deny the variance request because the sign does not meet all the required recommendations.
- Monica Gee seconded the motion.
- Roll Call vote-Patti Gabel-aye, Steve Ashley-no, Monica Gee-aye, John Morgan-no, Jake Dale- no, Steve Gumm-no, Zach Stoltenberg-aye. 3-ayes, 4-nays-The motion to deny did not pass.

Additional discussion with the applicant, the sign representative and the Board led to an agreement to remove the Liquor sign insert and remove the FasTrax insert. The sign would then meet the existing non-conforming size that was approved in November 2016.

- Zach Stoltenberg made a motion for conditional approval of a 25" X 84" tenant space only sign installed within the existing pole sign.
- Jacob Dale seconded the motion.
- Roll Call vote- Patti Gabel-aye, Steve Ashley-aye, Monica Gee-aye, John Morgan-aye, Jacob Dale-aye, Steve Gumm-aye, Zach Stoltenberg-aye. All Ayes - Motion passed.

A new sign permit and proposed sign dimensions will need to be submitted to the City Planner for verification as outlined in the conditions of the motion.

With no further business to discuss Monica Gee moved to adjourn. Mr. Stoltenberg seconded. All ayes. Meeting adjourned at 7:40 p.m.

Minutes Approved: _____

Submitted by: Patty Hagg, Recording Secretary

TONGANOXIE
PLANNING COMMISSION
MEETING MINUTES
JULY 6, 2017

Call to Order – The Planning Commission met on July 6, 2017. John Morgan called the meeting to order at 7:00 pm. Commissioners present were Zach Stoltenberg, Steve Gumm, Jacob Dale, Monica Gee, Steve Ashley and Patti Gabel. A quorum was met. Also present were George Brajkovic, City Manager, Chris Brewster, City Planner, and Patty Hagg, Recording Secretary.

Approval of Planning Commission Minutes– May 4, 2017-Monica Gee motioned to approve the minutes, Patti Gabel seconded. 6 ayes, Steve Ashley abstained.

June 1, 2017 meeting was cancelled-no minutes

New Business

1. Review Planning Commission Bylaws

Mr. Brajkovic and the Commissioners discussed several items that may need to be revised and updated in the current bylaws.

1. Terminology
2. Appointments
3. Nomination of officers
4. Workshop meetings date/time
5. Absenteeism

Mr. Brajkovic stated he would discuss the items with the City Attorney. A tentative workshop was scheduled for 7/20/17 at 7:00pm to discuss the bylaws.

PC Workshop 7/20/17 was cancelled.

OPEN AGENDA

Discussion of the Comprehensive Plan will be added to the September Agenda

With no further business to discuss Monica Gee moved to adjourn. Jacob Dale seconded. All ayes. Meeting adjourned at 8:10 p.m.

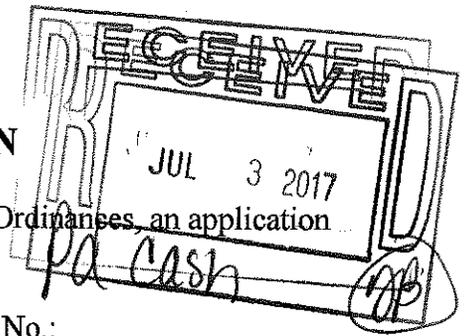
Minutes Approved: _____

Submitted by: Patty Hagg, Recording Secretary

SPECIAL USE PERMIT APPLICATION

Filing Fee Required

In Accordance with Section 22-013, of the City of Tonganoxie's Zoning Ordinances, an application is hereby made for a Special Use Permit:



Date application filed: 7-3-17 Permit No.: _____

Applicant: Courtney Gordon

Address: 215 S. Whitshire Dr. City: Tonganoxie State KS Zip 66086

Telephone #: 913 710 4461 (Home) _____ (Work) _____

(Cell) Courtneyg89@gmail.com (E-mail Address)

Property Owner(s): Kevin & Tina Gordon Phone 913 638 8042

Address: 12901 Farley City: Overland Park State KS Zip 66213

Name of business proposed: Courtney's Child Care

Address of business: 215 S. Whitshire Dr. Tonganoxie, KS 66086

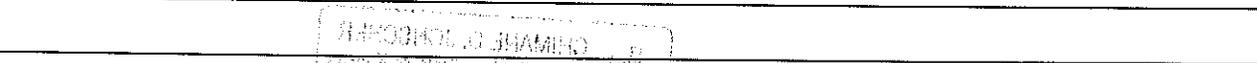
Description of business: day care

Hours of operation: 7:15a-5:30p Days: Mon Tue Wed Thu Fri Sat Sun

of employee's 1 Family members? 5 Live on site? yes

If business is to be operated by someone other than the applicant or owner, give name and address:

Briefly describe the present use and character of the property: home



Briefly describe the requested/proposed use of the property in-home daycare during normal business hours

Briefly describe what effect the requested use will have on the property and the surrounding area:
provide child care services.

[Signature]
Applicant Signature

Signature

[Signature]
Property Owner Signature if different from applicant

Tina Gordon

AFFIDAVIT

CITY OF TONGANOXIE
COUNTY OF LEAVENWORTH
STATE OF KANSAS

WE, Kevin Gordon AND Tina Gordon
(Print)
AND _____ AND _____
(Print)

being duly sworn, depose and say that we are the owners of said property involved in this petition and that the foregoing signatures, statements, and answers herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

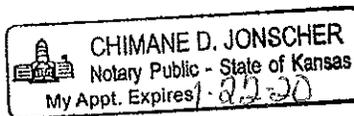
Signed and entered this 28 day of June, 2017.

[Signature] [Signature]

Subscribed and sworn to before me on this 28 day of June, 2017

Notary Public in and for the County of Leavenworth, Kansas

[Signature]

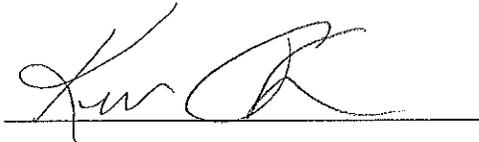


My Commission Expires: 1-22-20

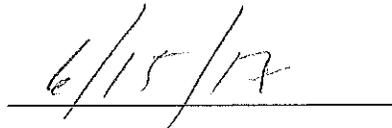
June 15, 2017

To Whom It May Concern:

Courtney Gordon, who is the occupant of the property located at 215 Whilshire Drive in Tonganoxie, Kansas, hereby has my permission as the property owner to operate a home business, including running a home child care center.

A handwritten signature in cursive script, appearing to read "Kurt R", written over a horizontal line.

Property Owner

A handwritten date "6/15/17" written in cursive script over a horizontal line.

Date



Continental

TITLE COMPANY

8455 College Blvd, Overland Park, KS 66210

Kevin E Gordon and Tina L Gordon
12901 Farley
Overland Park, KS 66213

POLICY AND DOCUMENT RETURN TRANSMITTAL

Date: May 1, 2017

File No: 17273891

Policy No.: 2730672-97317238

Document(s) as indicated are being returned herewith:

- Owner's Policy
- Loan Policy
- Endorsements
- Mortgage / Deed of Trust
- Warranty Deed
- Release of Mortgage
- Power of Attorney
- Affidavit
- Quit Claim Deed
- UCC Termination
- Assignment of Mortgage / Deed of Trust
- Death Certificate
- Invoice
- Subordination Agreement
- Personal Representative's Deed
- Assignment of Leases and Rents
-

Please note: Although recorded documents have been filed with the County Records Office, it is important that you retain them for your records in a safe place.

Thank you! We appreciate your business!



Fidelity National Title Insurance Company

POLICY NO.: 4864-1-17273891-2017.2730672-97317238

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
 - (a) *A defect in the Title caused by*
 - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
 - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
 - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
 - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
 - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
 - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
 - (vii) *a defective judicial or administrative proceeding.*
 - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
 - (c) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
 - (a) *the occupancy, use, or enjoyment of the Land;*
 - (b) *the character, dimensions, or location of any improvement erected on the Land;*
 - (c) *the subdivision of land; or*
 - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *Title being vested other than as stated Schedule A or being defective*
 - (a) *as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or*
 - (b) *because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records*
 - (i) *to be timely, or*
 - (ii) *to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.*



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



By: *[Signature]*
President
Secretary

Countersigned: *Teresa J Howe*
Authorized Signatory
Teresa J Howe

4864KS 17273891

Continental Title Company
8455 College Blvd
Overland Park, KS 66210-1838
Tel: 785-331-4380
Fax: 785-331-4537

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or

not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION (INAPPLICABLE IN KANSAS AND MISSOURI)

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

Issued by:



Fidelity National Title Company

11600 College Blvd, Suite 205
Overland Park, KS 66210
Phone: (816)-274-0205
www.fntic.com

Issuing Agent:



**Continental
TITLE COMPANY**

8455 College Blvd
Overland Park, KS 66210
Phone: (913)-338-3232
Fax: (913)-338-3818
www.ctitle.com

SCHEDULE A

File No.: 17273891
Policy No.: 2730672-97317238
Property Address: 215 Whilshire Drive, Tonganoxie, KS 66086

Amount of Insurance: \$175,000.00
Premium: \$655.00

Date of Policy: April 24, 2017 at 10:13:22 AM

1. Name of Insured:
Kevin E Gordon and Tina L Gordon
2. The estate or interest in the land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Kevin E Gordon and Tina L Gordon
4. The land referred to in this Policy is described as follows:
Lot 45, Greystone Addition, a subdivision in the City of Tonganoxie, Leavenworth County, Kansas.

By: Tina L Gordon
Authorized Countersignature

(This schedule A valid only when Schedule B is attached)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. State, County and City Taxes for the year 2017 and subsequent years. Those Taxes and/or Special Assessments, which become due and payable subsequent to the date of the policy.
6. Building Setback Lines, Easements, Covenants, Conditions and Restrictions according to the recorded plat, including provisions for Subdivision Assessments according to the recorded plat, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604, any violation of which will not work a forfeiture or reversion of title.
7. Restrictions contained in the instrument recorded June 28, 2004 in Book 921 at Page 724, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.
8. Terms and provisions of Home Association Declaration recorded June 28, 2004 in Book 921 at Page 737 and Abolished in instrument recorded as Document No. 2010R00982..
9. Judgments, Tax Liens, if any, against the owner(s).
10. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
11. Mortgage executed by Kevin E Gordon and Tina L Gordon, husband and wife to Braxis Properties, LLC, dated April 21, 2017 and recorded April 24, 2017, as Document No. 2017R03086, securing \$175,000.00.

Continental Title: 17273891

Warranty Deed
(Joint Tenants)

This indenture, Made this 19th day of April, 2017 between Daniel F Saenz, a single person, party (ies) of the first part, Kevin E Gordon and Tina L Gordon, husband and wife, As Joint Tenants with right of Survivorship, party(ies) of the second part:

WITNESSETH, that the said party of the first part, in Consideration of the sum of TEN Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said parties of the second part, their successors and/or assigns, all of the following described real estate, situated in the County of Leavenworth and State of Kansas to wit:

Legal Description: Lot 45, Greystone Addition, a subdivision in the City of Tonganoxie, Leavenworth County, Kansas.

Note: Subject to easements, reservations, and restrictions, if any of record.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said party of the first part, for itself, and its successors and assigns, does hereby covenant, promise and agree, to and with said party (ies) of the second part, that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the able granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, states, judgments, taxes, assessments and encumbrances, of what nature and kind so ever, and that it will Warrant and Forever Defend the same unto said party(ies) of the second part, his/her/their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In Witness whereof, said party (ies) of the first part has/have hereunto set his/her/their hand(s) the day and year last above written.

Daniel F. Saenz
Daniel F. Saenz

State of Texas

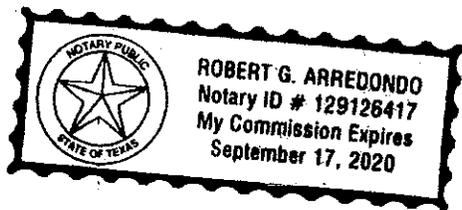
County of Bexar

)
) ss.
)

BE IT REMEMBERED, That on 19th day of April, 2017 before me, a notary public, in and for said county and state aforesaid, came Daniel F Saenz, a single person personally known to me to be the same **PERSON(S)** who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Robert G. Arredondo
Robert G. Arredondo Notary Public

My Term Expires: 9-17-20



These Links May Require Adobe Acrobat Reader, Click to Download it.

The Parcel Number for this Property is 052-192-10-0-10-01-066.45-0
Quick Ref ID: 26781

Owner Information

Owner Name	GORDON,KEVIN E & TINA L
-------------------	-------------------------

Property Situs Address

Address	215 WHILSHIRE DR, Tonganoxie, KS 66086
----------------	--

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	302.C
Tax Unit Group	010

Property Factors

Topography	Level - 1
Utilities	All Underground - 2
Access	Paved Road - 1
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	38,050	134,450	172,500
Total	38,050	134,450	172,500

Tract Description

GREYSTONE ADDITION, S10, T11, R21E, Lot 45

These Links May Require Adobe Acrobat Reader, Click to Download it.

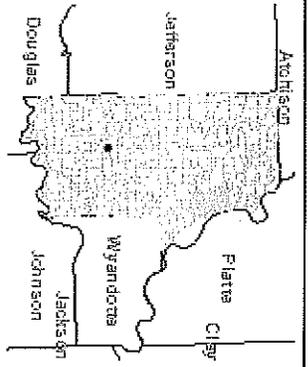
Parcel Search powered by

Leavenworth County, KS



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

1 in. = 22ft.



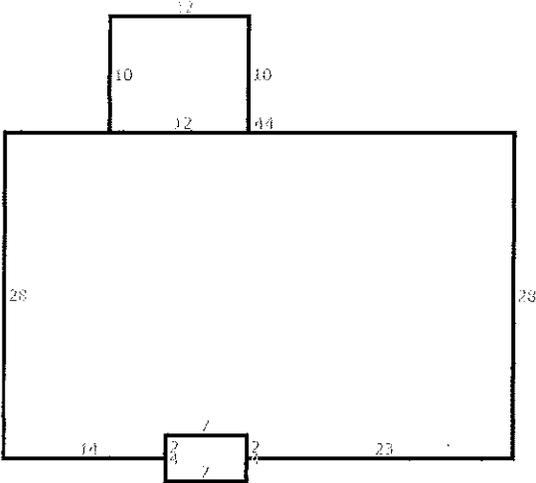
Legend

- Address Point
- Parcel
- Parcel Number
- Subdivisions
- Lot Line
- Plat Block Number
- Parcel Lot Dimension
- City Limit Line
- Major Road
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary

Notes

215 S Whilshire Dr

Print Sketch



SPECIAL USE PERMIT CHECKLIST

Planning Commission Meeting 08/03/2017

City Council Meeting 08/21/2017

To help save printing and paper costs, we have included a check list of the supporting documents that are filed with this Special Use Permit. The original documents are in the Special Use Permit File at City Hall. If you wish to review them before the meeting we are able to send them to you electronically.

Date Application Received: 07/03/2017

Name: Courtney Gordon

Filing Fee \$50.00

Address: 215 S Whilshire Dr.

Parcel ID # 052-192-10-010-01-066.450

Parcel Size 10204.3848 sq ft

Current Zoning of Property R – S/F Residential Single Family

Deed with legal description attached Yes – On File

Completed affidavit attached Yes

Building Sketch with room layout Yes

Outdoor Play Areas and Lot Dimensions Yes

Location of Parking Yes

State and/or County License KDHE License Temporary Permit expires 09/28/2017

Number of Children Allowed up to 10 with options as provided by KDHE

Local Business License Received with Application waiting for Approval of SUP

Fire Department Inspection 05/29/2017

Police Department Inspection N/A

City Building Inspection N/A

Site plan attached with location of business indicated Yes

Certified List of Property Owners within 200-foot radius Yes

Outdoor Sign Permit if applicable N/A

Published Notice of PC Public Hearing Tonganoxie Mirror 07/12/2017

Notice to Applicant PC Meeting Notice Mailed - 07/10/2017

CC Meeting Notice Mailed -

Notice to Surrounding Property Owners Notices Mailed - 07/10/2017

Planning Staff Memo to PC –

PC Excerpt of Minutes

CC Agenda Statement

City Council Ordinance

CC Excerpt of Minutes _____

CC Proof of Publication _____

SUP Certificate Mailed _____

SITE PLAN REVIEW APPLICATION
City of Tonganoxie, Kansas

Please complete all of the following information (type or print):

Project Name: El Portofino Mexican Cafe + Cantina
Project Address/Location: 310 N Village Terrace
Description: New Construction Addition Exterior Remodel Tenant Finish
Other: _____

Send Review Comments To:

Contact Person: Vicente Hernandez Aguilar
Company Name: El Nuevo Patron, Inc.
Address: 310 N. Village Terrace
City, State Zip: Tonganoxie KS 66086
Phone Number: (913) 417 3793 Fax Number: _____

Owner/Developer (If different from above):

Contact Person: _____
Company: _____
Address: _____
City, State Zip: _____
Phone Number: _____ Fax Number: _____

- Site Plan--buildings, walls, fences, exterior equipment, refuse disposal
- Landscape plan w/schedule
- Drainage calculations for City Engineer
- Elevations showing materials, colors, textures, etc.

Date Submitted: 7/27/17 Fee Paid: _____ Received by Jamie

***It is the responsibility of the Applicant to read and comply with all of the regulations contained in the Site Review Ordinance. Applicant should anticipate a minimum 2 week review period by City staff. Any revisions required will require additional review time.**

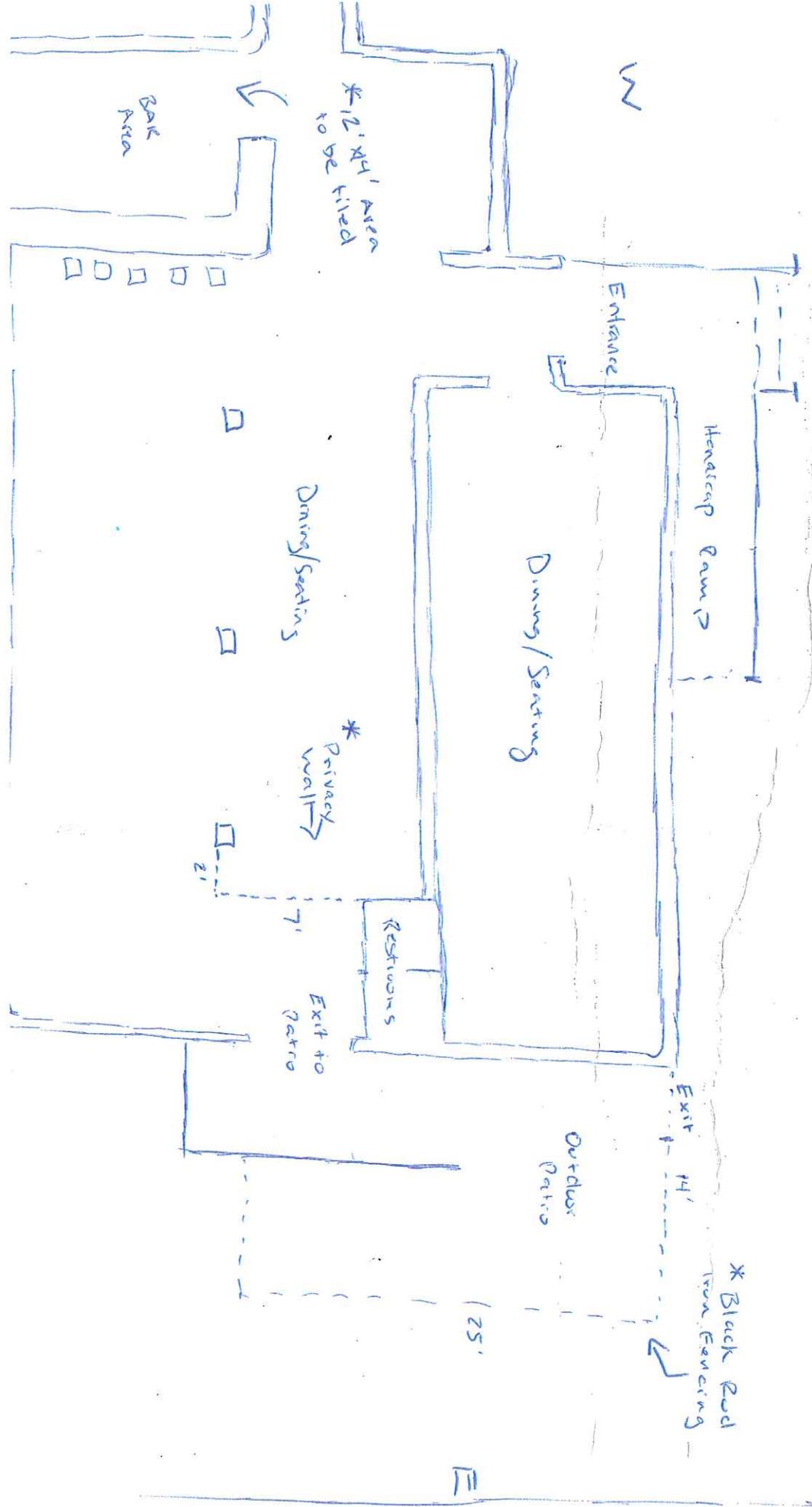
The work being done at 310 N Village Terrace will be minimal amount. One major addition will be a 14' X 25' rod iron fence for outdoor seating. The patio will meet all codes in section 24-010 through 24-016.

A 7 foot by 2 foot wall will be constructed by restrooms that only serves for privacy. No electrical work will be done in or around wall. Behind the bar area, new tile will be laid in a 14' X 12' space. All other walls interior & exterior of building will be painted and floors stained. No wall will look or appear the same, as building has been empty for several years. The plan is to provide the citizens of the city of Tunganoxie with a bright colorful restaurant, so they may have and choose options for more mexican cuisine. We plan to meet all codes and the standards of not only city officials, but also the citizens of Tunganoxie. We look forward to serving with and for everyone in this community. Below is Sample of Building colors.



N

2440 Highway



TONGANOXIE PLANNING COMMISSION

BY-LAWS RULES AND REGULATIONS

AUGUST 2006

REGULAR MEETINGS

1. Annual Business Meeting for the election of Planning Commission officers shall be held in the Tonganoxie City Council Chambers on the first Thursday in the month of June each year. Elected officers shall take office at that same time.
1. Regular Meetings. The regular monthly meetings of the Commission shall be held on the 1st Thursday of each month in the Tonganoxie City Council Chambers unless that Thursday is a holiday, under which circumstance the monthly meeting shall be held on the first Wednesday.
2. Workshop Meetings. The Commission will hold a Workshop on the **third Tuesday of the month** as necessary for discussion and training purposes or any other business deemed appropriate by the Chairperson of the Commission. Said meetings will be held in the City Council Chambers.
3. Adjourned Meeting. An adjourned meeting of the Commission may be held at such time and place as may be fixed in the resolution of adjournment or notice of special meeting. If no other place is fixed in the notice, the meeting shall be held in the Tonganoxie City Council Chambers.

AGENDA ITEMS

1. Any concerned citizen, City Council member or Planning Commission member shall follow the procedure as outlined here:
 - A. The annually updated Application & Review schedule of submissions shall be followed for items to be heard by the Planning Commission.
 - B. When calling a special meeting, the item to be discussed will be a part of the meeting's call.
 - C. At each regular meeting there shall be an item on the agenda worded "Open Agenda and any person present may ask to have a particular subject discussed. The Chairperson will call for a motion and a second; if the motion passes the item shall be discussed. Should the motion fail the item will be put on the agenda for the next regular meeting. NOTE: No item shall be discussed at this time which should be legally published, or which necessitates notification of adjoining property owners.

SPECIAL MEETINGS

1. A special meeting of the Commission may be called by the Chairperson and held at any time or place fixed in the notice.
2. The Chairperson shall call a special meeting of the Commission at the request of any three or more commission members submitted in writing. If the Chairperson fails to comply with such a request, the meeting shall be called by the said requesting members, all of whom sign the notice.
3. An adjourned special meeting of the Commission may be held at such time and place as is fixed in the notice of adjournment. If no other place is fixed in the notice, the meeting shall be held in the Tonganoxie City Council Chambers.

NOTICE OF MEETINGS

1. It shall be necessary to give notice of all annual or regular monthly meetings. Failure to give notice for any meeting or to receive the same shall not affect the validity of any election held or acts done at such meeting.
2. Notice of regular and special meetings shall name the time, place and the business to be transacted. Notices shall be mailed to each member not less than three (3) days prior to the meeting.
4. All meetings, both regular and special shall be open to the public.

EXECUTIVE SESSIONS

1. The Planning Commission and its sub-committees have the right to meet in executive session as set out in the state statutes, KSA 75-4319; Closed or Executive Meetings; Conditions; Authorized Subjects for Discussion; Binding Action Prohibited.
 - A. Upon formal motion made, seconded and carried, all bodies and agencies subject to this act may recess, but not adjourn, and then re-open as a closed or executive meeting. Any motion to recess for a closed or executive meeting shall include a statement of (1) The justification for closing the meeting, (2) the subjects to be discussed during the closed or executive meeting, and (3) the time and place at which the open meeting will resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.
 - B. No subjects shall be discussed at any closed or executive meeting, except the following;

1. Specific personnel matters of non-elected personnel, not general personnel policies;
 2. Consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationships;
 3. Matters relating to employer-employee relations or negotiations whether or not an employee representative is present;
 4. Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
 5. Matters affecting a student, a patient or a resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
 6. Preliminary discussions relating to the acquisition of real property only, not the sale thereof.
- C. No binding action shall be taken during the closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purpose of this act.

QUORUM

1. At least the majority of the members of this commission shall be necessary to constitute a quorum for the transaction of business.
2. The affirmative vote of a majority of those members present shall be required for the exercise of powers or functions conferred or imposed upon this commission, but less than the majority of the members may meet and adjourn from time to time until a quorum is present.

MEMBERS' ABSENCE

1. Should any member of the Planning Commission fail to attend three (3) consecutive meetings, the clerk recording secretary of the commission shall notify the Mayor in writing, giving the name of the individual and the dates of the meetings missed.
2. The Mayor shall cause the matter to be placed on the agenda for consideration by the governing body at its next regular meeting or shortly thereafter.
3. The recording secretary Assistant City Manager or City Clerk of the governing body shall notify the individual of the date and time of the meeting at which said matter shall be considered by the governing body.
4. At the time of consideration, the Mayor, with the consent of the governing body, will declare a vacancy existing and proceed to appoint a successor for the remaining term of the vacant position by majority vote. The governing body may continue the consideration of the vacancy or the appointment of a successor.

OFFICERS

1. Chairperson

- A. The Chairperson shall preside at all meetings of the Commission.
- B. The Chairperson shall, when authorized by the Commission, execute in his/her name all contracts, bonds, and other obligations.
- C. The Chairperson shall appoint the committees.
- D. The Chairperson shall perform such other duties as are usually exercised by the chairperson of a commission or the president or the chief officer of such commission.

2. Vice-Chairperson

- A. The position of Vice-Chairperson is hereby established.
- B. The Vice-Chairperson's duties shall be to perform the duties of the Chairperson during the absence or disability of the Chairperson.

3. Secretary

- A. The Secretary shall be the City Planner, ~~a~~ ~~other~~ qualified staff person or a member of the Planning Commission and shall attend all regular and special meetings of the Planning Commission. The secretary will be responsible for signing approved plats and perform the duties of the Chairperson during the absence or disability of the Chairperson and Vice-Chairperson.

4. ~~Recording Secretary~~-Planning Commission Clerk

- B. The ~~Recording Secretary~~-Planning Commission Clerk shall be recommended by the Planning Commission Chairperson and appointed by the Mayor with the consent of the city council and shall be responsible for keeping a record of and transcribing all meeting minutes into the official minute book of the Commission. Minutes of the meetings shall be prepared within seven (7) days after the meeting. Copies of the minutes shall be furnished to each member of the governing body and each member of the Planning Commission. In order to assist the ~~recording-secretary~~planning commission clerk in preparing the minutes of scheduled public Planning Commission meetings, a recording device may be used. Any recording will be kept on file for two (2) years before being destroyed unless litigation requires a permanent copy to be kept. Any recording will be kept in Tonganoxie City Hall for anyone to listen to concerning Planning Commission activities.

- C. The Recording Secretary-planning commission clerk shall cause notices to be sent on all regular and special meetings required under these by-laws or as directed by the Chairperson.
- D. The Recording Secretary planning commission clerk, when required, shall attend meetings of the committees and shall be responsible for the minutes thereof, furnishing each member of the committee with a copy.
- E. The Recording Secretary-planning commission clerk shall have charge of the office of the commission and all books, papers and records thereof and shall attend to all correspondence of the commission.

COMMITTEES

1. Whenever necessary, the Chairperson of the commission shall appoint special committees for such purposes as he or she sees fit, or as may be authorized by the commission.
2. The Chairperson shall appoint, upon a motion, second and vote from any commission member, two (2) members to a committee. This appointment shall be made at regular or special meetings and any interested persons are invited to provide input or accompany committee members on any inspections.
3. The Chairperson shall appoint one (1) member of each committee as the Chairperson thereof, and the committee shall meet at such times and places as directed by the Chairperson of said committee. A committee constitutes a miniature assembly and may act only when a quorum is present.
4. When a committee originates a report, it must be complete when presented. All committee reports should close with definite recommendation(s) and will be written in the third person. A committee report is to be presented by the Chairperson of the committee.

ELECTIONS AND APPOINTMENTS – City Code Chapter XVI, Article 1

Appointments - The Planning Commission shall consist of seven (7) members, of which five members shall be residents of the city and two members shall reside outside the city, but within the designated planning area of the city which is within at least three miles of the corporate limits of the city. K.S.A 12-744(a). The members of the Planning Commission shall be appointed by the Mayor with approval of the Governing Body for the City of Tonganoxie. Members of the Commission shall serve without compensation.

1. The Chairperson of the commission shall be elected at the annual meeting thereof and shall hold office for one year or until a successor is appointed and qualified.
2. The Vice-Chairperson shall be elected at the annual meeting of the commission

immediately after the election of the Chairperson and shall hold his or her office for one year or until a successor is appointed and qualified.

3. The Secretary shall be elected at the annual meeting of the commission immediately after the election of the Vice-Chairperson and shall hold his or her office for one year or until a successor is appointed and qualified.
4. Any vacancy in the office of Chairperson, Vice-Chairperson or Secretary of the commission may be filled at any regular or special meeting after such a vacancy.
5. The ~~Recording Secretary~~ planning commission clerk shall be recommended by the Chairperson of the Planning Commission to the Mayor for appointment with the consent of the City Council.
6. In the event that the Chairperson and the Vice-Chairperson or the Secretary of the commission should be absent or unable for any reason to attend to the duties of their office, the members of the commission may, at any regular meeting or at any special meeting called for that purpose, appoint a Chairperson pro term, as the case may be, who shall attend to all the duties of such officer until such officer shall return or be able to attend to his duties.

ORDER OF BUSINESS

1. Roll Call
2. Approval of the minutes of the previous meeting.
3. Unfinished business
4. New business (public hearings)
5. Open agenda
6. Adjourn

MOTION AND VOTING

1. Motions must be seconded and require a majority vote by voice. On a roll call vote an entry must be made in the minutes of the names of all those voting affirmative and negative.
2. No member can vote who is not present when the question is put forth and no vote by proxy is permitted.
3. No member can vote on a question in which he has a direct personal or pecuniary interest.

4. A member has the right to change his or her vote until the time that the vote is announced.
5. In announcing a vote the chairperson should state first whether the motion is carried or lost.
6. The chairperson should restate every motion before it is put to vote.
7. Motion to dispense with the reading of the minutes and to approve them as mailed to the members is in order.

AMENDMENT OF BY-LAWS

1. The foregoing by-laws, or any part thereof, may be amended at any regular meeting of the Planning Commission, or at any special meeting of the Planning Commission where not less than three (3) days notice has been given to all members of the Planning Commission and a copy of the proposed amendment sent with the notice, providing, however, that it shall require the vote of not less than two-thirds (2/3) of the members to make any amendment or change in these by-laws. The amendment will then go to the City Council for approval.

Approved by the City Council 08/14/2006
Approved by the Planning Commission 09/07/2006

City Code Chapter XVI

ARTICLE 1. CITY PLANNING COMMISSION/BOARD OF ZONING APPEALS

16-101. COMMISSION ESTABLISHMENT.

The Tonganoxie City Planning Commission which is composed of seven members of which five members shall be residents of the city and two members shall reside outside the city, but within the designated planning area of the city which is within at least three miles of the corporate limits of the city. The planning commission was originally created by Ordinance No. 514 which was passed and approved on July 20, 1959. (Code 2003)

16-102. MEMBERSHIP, TERMS, INTEREST AND COMPENSATION.

The members of the planning commission shall be appointed by the mayor with the consent of the governing body at the first regular meeting of the governing body in May of each year and take office at the next regular meeting of the commission. All members shall be appointed for staggered terms of three years each. The appointments shall be so made that the terms of office of the members residing outside of the corporate limits of the city do not expire within the same year. By the establishment of the commission, all current members continue to serve their present terms of office. In case of death, incapacity, resignation or disqualification of any member, appointment to such a vacancy on the commission shall be made of the unexpired term of the member leaving the membership. Should any member have a conflict of interest, either directly or indirectly, in any matter coming before the commission, he or she shall be disqualified to discuss or vote on the matter. The governing body may adopt rules and regulations providing for removal of members of the commission. Members of the commission shall serve without compensation, but may be reimbursed for expenses actually incurred in the performance of their duties as deemed desirable by the governing body. (Code 2003)

16-103. MEETINGS, OFFICERS AND RECORDS.

The members of the planning commission shall meet at such time and place as may be fixed in the commission's bylaws. The commission shall elect one member as chairperson and one member as vice-chairperson who shall serve one year and until their successors have been elected. A secretary shall also be elected who may or may not be a member of the commission. Special meetings may be called at any time by the chairperson or in the chairperson's absence by the vice-chairperson. The commission shall adopt bylaws for the transaction of business and hearing procedures. All actions by the commission shall be taken by a majority vote of the entire membership of the commission; except that, a majority of the members present and voting at the hearing shall be required to recommend approval or denial of an amendment to the zoning regulations, a rezoning amendment or a special use permit. A proper record of all the proceedings of the commission shall be kept. The commission, from time to time, may establish

subcommittees, advisory committees or technical committees to advise or assist in the activities of the commission. (Code 2003)

16-104. POWERS AND DUTIES.

The governing body and planning commission shall have all the rights, powers and duties as authorized in K.S.A. [12-741 et seq.](#), and amendments thereto, which are hereby incorporated by reference as part of this section and shall be given full force and effect as if the same had been fully set forth. The commission is hereby authorized to make or cause to be made, adopted and maintained a comprehensive plan for the city and any unincorporated territory lying outside of the city but within Leavenworth County in which the city is located, which in the opinion of the commission forms the total community of which the city is a part. The commission shall also cause to be prepared, adopted and maintained zoning and subdivision regulations on all land within the jurisdiction designated by the governing body. The comprehensive plan and zoning and subdivision regulations are subject to final approval of the governing body by ordinance. Periodically, the governing body may request the commission to undertake other assignments related to planning and land use regulations. (Code 2003)

16-105. BOARD OF ZONING APPEALS.

The planning commission is hereby designated to also serve as the city's board of zoning appeals with all the powers and duties as provided for in K.S.A. [12-759](#). The board shall adopt rules in the form of bylaws for its operation which shall include hearing procedures. Such bylaws shall be subject to the approval of the governing body. Public records shall be kept of all official actions of the board which shall be maintained separately from those of the commission. The board shall keep minutes of its proceedings showing evidence presented, findings of fact, decisions and the vote upon each question or appeal. A majority of the members of the board present and voting at the hearing shall be required to decide any appeal. Subject to subsequent approval of the governing body, the board shall establish a scale of reasonable fees to be paid in advance by the appealing party. (Code 2003)

16-106. BUDGET.

The governing body shall approve a budget for the planning commission and make such allowances to the commission as it deems proper, including funds for the employment of such employees or consultants as the governing body may authorize and provide, and shall add the same to the general budget. Prior to the time that moneys are available under the budget, the governing body may appropriate moneys for such purposes from the general fund. The governing body may enter into such contracts as it deems necessary and may receive and expend funds and moneys from the state or federal government or from any other resource for such purposes. (Code 2003)



JUNE 2017

	Single Family Units [^]	Multi-Family Units [%]	Total Units	S-F Units YTD	M-F Units YTD	Total Units YTD
CASS COUNTY						
Archie	0	0	0	0	0	0
Belton	3	0	3	55	0	55
Cass County	11	0	11	41	0	41
Cleveland	0	0	0	2	0	2
Drexel	0	0	0	0	0	0
Garden City	0	0	0	2	0	2
Harrisonville	1	0	1	1	0	1
Lake Winnebago	0	0	0	4	0	4
Lee's Summit	6	0	6	19	0	19
Peculiar	3	0	3	55	0	55
Pleasant Hill	0	0	0	22	0	22
Raymore	24	0	24	111	0	111
Village of Loch Lloyd	2	0	2	8	0	8
Totals	50	0	50	320	0	320
CLAY COUNTY						
Clay County	4	0	4	34	0	34
Excelsior Springs	3	0	3	15	0	15
Gladstone	0	0	0	2	0	2
Kansas City	64	0	64	409	0	409
Kearney	8	0	8	57	0	57
Lawson	0	0	0	0	0	0
Liberty	3	0	3	33	0	33
North Kansas City	0	0	0	1	0	1
Pleasant Valley	0	0	0	0	0	0
Smithville	34	0	34	113	0	113
Totals	116	0	116	664	0	664
JACKSON COUNTY						
Blue Springs	18	0	18	85	0	85
Buckner	0	0	0	0	0	0
Grain Valley	15	0	15	45	0	45
Grandview	0	0	0	2	0	2
Greenwood	5	0	5	13	0	13
Independence	10	0	10	51	0	51
Jackson County	10	0	10	34	0	34
Kansas City	10	0	10	45	361	406
Lake Lotawana	2	0	2	2	0	2
Lee's Summit	42	41	83	257	219	476
Oak Grove	4	0	4	26	0	26
Raytown	0	0	0	0	0	0
Sugar Creek	0	0	0	0	0	0
Totals	116	41	157	560	580	1140
PLATTE COUNTY						
Edgerton	0	0	0	0	0	0
Kansas City	19	0	19	97	0	97
Parkville	6	0	6	30	0	30
Platte City	0	0	0	0	0	0
Platte County	10	0	10	110	0	110
Riverside	7	0	7	28	0	28
Weatherby Lake	2	0	2	9	0	9
Weston	0	0	0	0	0	0
Totals	44	0	44	274	0	274
JOHNSON COUNTY						
De Soto	2	0	2	11	120	131
Edgerton	0	0	0	0	0	0
Fairway	0	0	0	2	0	2
Gardner	17	0	17	45	0	45
Johnson County	4	0	4	31	0	31
Leawood	6	0	6	27	0	27
Lenexa	16	0	16	123	67	190
Merriam	0	0	0	1	0	1
Mission Hills	0	0	0	4	0	4
Olathe	72	0	72	288	30	318
Overland Park	48	0	48	223	287	510
Prairie Village	2	0	2	15	0	15
Shawnee	11	0	11	71	0	71
Spring Hill	7	0	7	45	0	45
Westwood	0	0	0	0	0	0
Totals	185	0	185	886	504	1390

	Single Family Units [^]	Multi-Family Units [%]	Total Units	S-F Units YTD	M-F Units YTD	Total Units YTD
LEAVENWORTH COUNTY						
Basehor	6	0	6	39	0	39
Lansing	0	0	0	5	0	5
Leav. County	6	0	6	42	0	42
Leavenworth	0	0	0	7	0	7
Tonganoxie	6	0	6	31	0	31
Totals	18	0	18	124	0	124
WYANDOTTE COUNTY						
Bonner Springs	1	0	1	5	0	5
Edwardsville	1	0	1	1	0	1
KCK/Wyandotte Co	28	0	28	236	0	236
Totals	30	0	30	242	0	242
MIAMI COUNTY						
Louisburg	1	0	1	14	0	14
Miami County	3	0	3	23	0	23
Osawatomie	0	0	0	0	0	0
Paola	0	0	0	5	0	5
Spring Hill	5	0	5	16	0	16
Totals	9	0	9	58	0	58
Totals	568	41	609	3128	1084	4212

Comparison of Single Family Building Units for Greater Kansas City
(Cass, Clay, Jackson, Platte, Johnson, Leavenworth, Miami, Wyandotte Counties)

Month/Year	2010	2011	2012	2013	2014	2015	2016	2017
January	137	90	188	273	287	240	274	453
February	145	121	182	224	216	260	408	476
March	252	180	270	335	362	393	542	567
April	228	210	277	444	439	437	523	560
May	213	230	294	337	385	395	503	504
June	239	262	268	333	364	438	578	568
July	180	204	288	409	375	399	494	
August	243	205	260	354	352	425	530	
September	173	202	379	384	383	462	418	
October	279	205	331	369	468	459	462	
November	173	185	283	340	312	360	412	
December	209	207	279	288	328	432	345	
Annual Total	2,471	2,301	3,299	4,090	4,271	4,700	5,489	3,128

Comparison of Permits By Units Issued Year to Date

	2010 - 2017		
	S-F Units	M-F Units	Total Units
2010	1214	55	1269
2011	1093	272	1365
2012	1479	517	1996
2013	1946	1702	3648
2014	2053	1977	4030
2015	2162	1389	3551
2016	2828	1897	4725
2017	3128	1084	4212

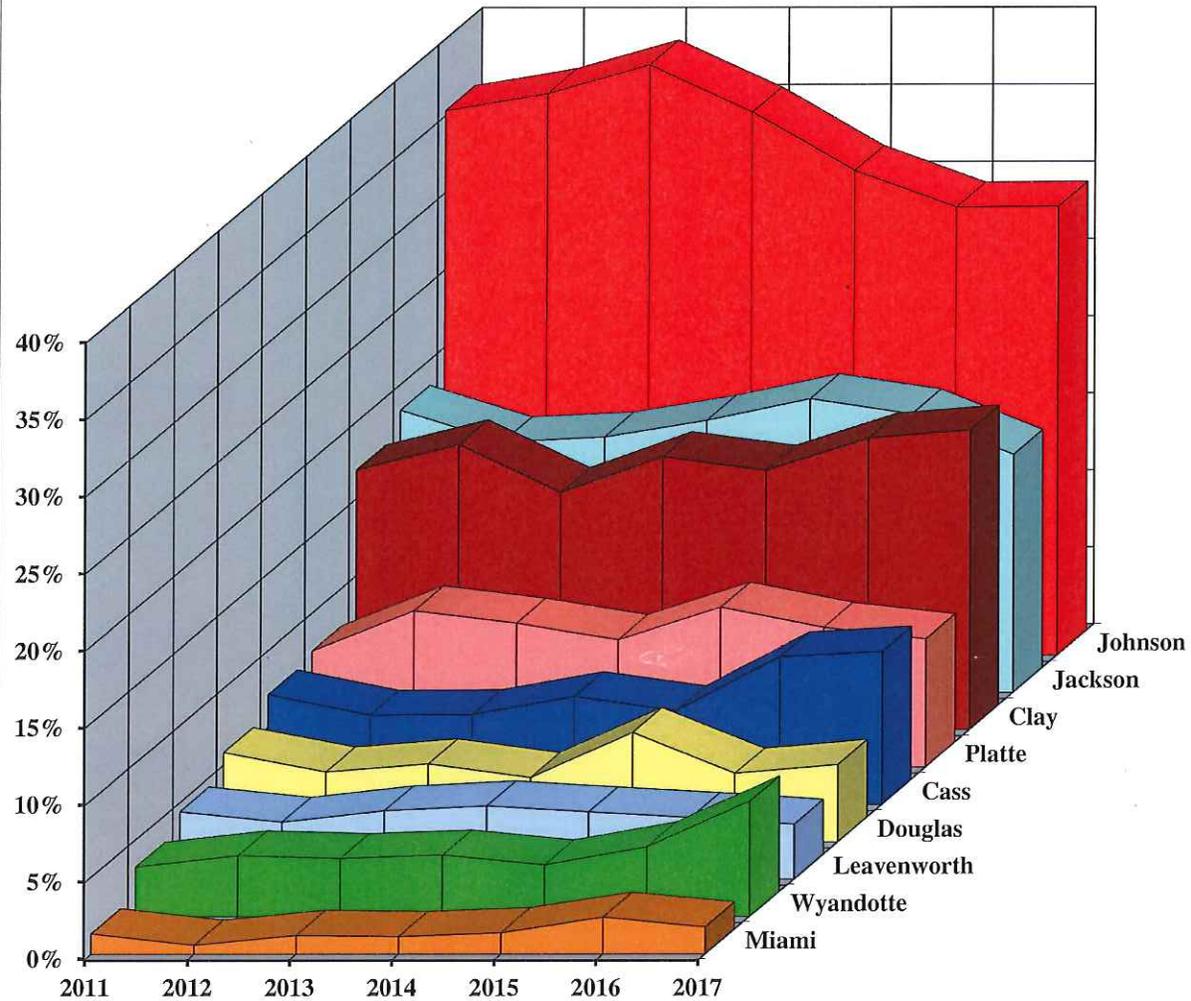
[^]The Single Family number is units and includes both attached and detached units.
[%]Multi-Family units are in buildings with 5 or more units.
 # Not available at time of report

Permit information reflects the most recent data at time of publication. In order to ensure accurate recording of residential building permit statistics, the HBA may revise monthly and year-to-date figures when updated data is made available. Copyright 2017 Home Builders Assoc of Greater Kansas City. All rights reserved.

Kansas City Metro, KS & MO (9 Counties)

Market Share by County

(Based on Building Permits Issued)



County	2011	2012	2013	2014	2015	2016	2017
Johnson	35.32%	36.43%	38.29%	35.23%	31.43%	29.04%	29.10%
Jackson	18.33%	16.28%	16.58%	17.66%	19.06%	18.06%	15.43%
Clay	16.88%	18.51%	15.40%	17.73%	16.84%	18.92%	19.43%
Platte	7.55%	10.15%	9.34%	8.27%	10.37%	9.05%	8.30%
Cass	7.15%	5.81%	5.85%	7.02%	6.09%	9.57%	9.91%
Douglas	5.81%	4.55%	5.07%	4.18%	7.10%	4.45%	5.01%
Leavenworth	4.40%	3.73%	4.46%	4.77%	4.38%	4.01%	3.58%
Wyandotte	3.23%	3.96%	3.77%	4.00%	3.35%	4.52%	7.48%
Miami	1.33%	0.59%	1.23%	1.14%	1.39%	2.38%	1.75%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%