



*Note – This meeting may be transmitted via Facebook Live on the City of Tonganoxie page

Honorable Jason K. Ward, Mayor
Council Members

Rocky Himpel

Curtis Oroke

Kara Reed

Loralee Stevens

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated March 19, 2018 & special meeting dated March 24, 2018

III. Consent Agenda

- a) Review bill payments

IV. Open Agenda

Members of the public are welcome to use this time to comment about any matter relating to City business. The comments that are discussed under Open Agenda may or may not be acted upon by the Council during this meeting. In order to speak during open agenda, you must sign up with your name and address with the city clerk or designee **before the meeting**. Comments will be limited to 3 minutes. Please wait to be recognized by the Mayor and **state your name and address** for the record.

V. Old Business

- a) Request for authorization to end participation in Downtown Revolving Loan Program Grant with the Kansas Department of Commerce

VI. New Business

- a) Resolution 04-18-01: Authorizing Engagement Letter with Local Law, LLC.
- b) Resolution 04-18-02: Appointing Municipal Court Judge, City Treasurer, City Clerk, and City Attorney
- c) Resolution 04-18-03: Approving Real Estate Contract of Sale of Former City Garage Facility
- d) Ordinance 1436: Voluntary Annexation of Real Property
- e) City Council Vacancy Applications Review
- f) City Manager Agenda
- g) City Attorney Agenda
- h) Mayor Agenda
 - 1. Executive session for the preliminary discussion of the acquisition of real property
- i) Mayor Pro Tem Agenda
- j) City Council Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

CITY COUNCIL MEETING DRAFT MINUTES
March 19, 2018
7:00 p.m. Regular Meeting



I. PLEDGE OF ALLEGIANCE

- Mayor Ward opened the meeting at 7:00 p.m.
- Roll Call: Council members present were Mayor Ward, Mr. Himpel, Ms. Reed via telephone, and Mr. Oroke. Ms. Stevens was absent. City Manager George Brajkovic, Assistant City Manager Dan Porter, and City Attorney Shannon Marcano were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

II. APPROVAL OF MINUTES – REGULAR MEETING DATED MARCH 5, 2018

- **Mr. Himpel made a motion to approve the minutes from the February 20, 2018 City Council meeting.**
- **Mr. Oroke Seconded.**
- **Vote of all ayes, motion carried.**

III. APPROVAL OF CONSENT AGENDA

a) REVIEW BILL PAYMENTS

- **Mr. Himpel made a motion to approve the consent agenda.**
- **Mr. Oroke Seconded.**
- **Vote of all ayes, motion carried.**

IV. OPEN AGENDA

- No members of the public signed up to address the City Council in open agenda.
- Mayor Ward closed the open agenda portion of the agenda.

V. OLD BUSINESS

- No items

VI. NEW BUSINESS

a) ORDINANCE 1435: AUTHORIZING THE SALE/ISSUANCE OF GENERAL OBLIGATION SALES TAX LIBRARY BONDS AND RELATED ACTIONS

- Mr. Brajkovic explained that for this meeting new business items A and B are planned for consideration with the continuation of the remainder of the agenda in order to allow the Councilmembers who are absent or connected by telephone tonight to be in attendance. Mr. Brajkovic explained the timeline of steps taken recently towards the sale of General Obligation sales tax bonds for the library project. He explained that Moody's recently assigned the City a bond rating of A2, which is a solid investment grade rating level. The bond

sale was conducted earlier in the day on March 19, and he introduced Ben Hart of Springsted Inc., who acts as the City's Financial Advisor.

- Mr. Ben Hart, with Springsted Inc., noted that bidding for \$3.85M of bonds concluded at 10 AM on March 19 and that the City received a total of 5 bids from 34 banks. One local bidder, Commerce Bank of Kansas City, Missouri, was the low bid and came in approximately 7 basis points lower than was estimated at 3.2%. This is a positive result from the City's perspective. Strengths noted in the recent A2 rating from Moody's included stable financial position, favorable access to employment centers, and fund balance policies.
- Mayor Ward asked what the bid price amount reflects on the handout that was provided to the City Council.
- Mr. Hart explained that the amount in question reflects the original bid received from the bidder. The City's financial advisor completes a process of evaluating all bids which includes checking each bid and reducing the size of principal included in the bonds by the amount of any premium that was included in the bid. The Council set aside a project total of \$3.75M and the cost of issuance and premium cancelled each other out in this case.
- **Mr. Himpel made a motion to approve Ordinance No. 1435 authorizing the sale of General Obligation Library Sales Tax bonds Series 2018A and related actions.**
- **Mr. Oroke Seconded.**
- **Vote of all ayes, motion carried.**

b) RESOLUTION 03-18-02: AUTHORIZING THE SALE/ISSUANCE OF GENERAL OBLIGATION SALES TAX LIBRARY BONDS AND RELATED ACTIONS

- **Mr. Himpel made a motion to approve Resolution 03-18-02 authorizing the sale and issuance of General Obligation Sales Tax Library Bonds Series 2018A and related actions.**
- **Mr. Oroke Seconded.**
- **Vote of all ayes, motion carried.**
- Mayor Ward stated that this meeting was shortened due to the ability of Councilmembers to be in attendance and asked if anyone present wanted to speak specifically to a remaining agenda item. No members of the public asked to speak.
- Ms. Marcano explained that this action would include extending the current meeting and would utilize the motion language I move to adjourn this meeting and continue all remaining agenda items to March 26, 2018 at 7 p.m. in the City Council Chambers.
- **Mr. Himpel made a motion as stated by the City Attorney.**
- **Mr. Oroke seconded.**
- **Mr. Himpel made a motion to adjourn the meeting.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 7:12 p.m.**

...

- Mayor Ward reopened the March 19, 2018 meeting at 7:00 p.m. on March 26, 2018.
- Roll Call: Council members present were Mayor Ward, Mr. Himpel, Ms. Reed, and Mr. Oroke. Ms. Stevens was absent but joined the meeting during item VI. C. City Manager George Brajkovic, Assistant City Manager Dan Porter, Public Works Director Kent Heskett, and City Attorney Shannon Marcano were also in attendance.

- Mayor Ward led the Pledge of Allegiance.

c) RESOLUTION 03-18-03: FIRST AMENDMENT TO REAL ESTATE CONTRACT OF SALE WITH UNILOCK CHICAGO, INC.

- Mr. Brajkovic introduced the item to the City Council.
- **Ms. Reed made a motion to approve resolution 03-18-03.**
- **Mr. Oroke Seconded.**
- **Vote of all ayes, motion carried.**

d) KANE FAMILY FARMS, LLC PRESENTATION

- Mr. Brajkovic noted that due to the continuation of this meeting from March 19, the applicant was not available to attend and make this presentation.

e) 2018 STREET MAINTENANCE PLAN PRESENTATION

- Mr. Brajkovic introduced the item to the City Council and introduced Kent Heskett, the Public Works Director.
- Mr. Heskett introduced the proposed 2018 Street Maintenance Plan. He outlined the three areas of the City with proposed maintenance activities to occur in 2018 as 1. Greystone, South Park, Fall Creek Villas, Stone Creek and a portion of Jackson Heights 2. Village Street and 1st Street 3. Washington Street south to 12th Street, Delaware Drive to 24/40. He also described the types of maintenance being proposed and the anticipated impact on pavement condition.
- Diane Bretthauer asked why Village Street was not proposed to be improved with curb and gutter?
- Mr. Heskett noted that he surveys the entire area to determine this recommendation and applies knowledge of the issues and cost considerations of different levels of maintenance.
- Mr. Brajkovic described the variety of streetscape designs included in the updates to the City's Comprehensive Plan which were adopted in early 2018.
- Mayor Ward noted that he appreciated the input from the public and that it will be necessary to take a more comprehensive approach to studying the different applications of maintenance and streetscape design before implementation of the plan.

f) REQUEST FOR APPROVAL OF CURB ROLLER PURCHASE

- Mr. Heskett introduced the item as a request for approval to purchase a curb roller that would allow in-house staff to complete about 1,500 linear feet of curb replacement instead of contracting the work.
- Mr. Himpel asked what profile of curb would be created with this tool.
- Mr. Heskett stated it would be a laid back curb profile.
- **Ms. Reed made a motion to approve the purchase of a curb roller.**
- **Ms. Stevens Seconded.**
- **Vote of all ayes, motion carried.**

g) DOWNTOWN REVOLVING LOAN PROGRAM UPDATE

- Mr. Porter presented information related to the Downtown Revolving Loan program and indicated that after a thorough review of past activities and related regulations, staff recommends ending the program and returning the remaining funds to the State.
- Mr. Oroke asked what the average loan amount was.
- Mr. Porter responded that most loans were in the range of \$10,000 to \$15,000.
- Mr. Himpel asked whether the money for the loans was from the state or the City?
- Mr. Porter noted that the loan funding originated from the state and the City disbursed the loans.
- Mr. Brajkovic also noted that in his experience it was not uncommon for loan programs of this type to face difficulties in continuing over time as staff struggled to act in the role of banker and that the programs typically are utilized by small businesses at a high risk of default. He added that if the funding was to be returned it would be prudent to ask the state to administer the one remaining loan.

h) CITY MANAGER AGENDA

1. FEBRUARY FINANCIAL REPORT

- Mr. Porter presented information from the February 2018 financial report to the City Council.
- Mayor Ward asked whether the gas agreement was nearing completion.
- Ms. Marcano responded that the City was very close to completing negotiations for the gas agreement as well as with T-Mobile for tower lease agreements.

2. APPLICATION AND PROCESS FOR VACANT CITY COUNCIL SEAT

- Mr. Brajkovic presented information to the City Council that included a proposal to accept applications online or in hard copy format until March 30, with the first City Council review of the applications on April 2, 2018.

i) CITY ATTORNEY AGENDA

- No items.

j) MAYOR AGENDA

- No items.

k) CITY COUNCIL AGENDA

- No items.

l) MAYOR PRO TEM AGENDA

1. EXECUTIVE SESSION FOR THE DISCUSSION OF NON-ELECTED PERSONNEL MATTERS

- **Ms. Stevens made a motion to move recess the City Council into executive session to discuss staff transition planning pursuant to the discussion of personnel matters of non-elected personnel exception, K.S.A. 75-4319 (b) (1) at 7:45 p.m. The open meeting will resume in the City Council chambers after 15 minutes. The executive session will include the City Attorney, City Manager, and Assistant City Manager.**

- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- ...
- **Ms. Stevens made a motion to return from executive session at 8:00 p.m.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**

- **Ms. Stevens made a motion to move recess the City Council into executive session to discuss staff transition planning pursuant to the discussion of personnel matters of non-elected personnel exception, K.S.A. 75-4319 (b) (1) at 8:01 p.m. The open meeting will resume in the City Council chambers after 15 minutes. The executive session will include the City Attorney, City Manager, and Assistant City Manager.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- ...
- **Ms. Stevens made a motion to return from executive session at 8:16 p.m.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**

VII. INFORMATION AND COMMUNICATIONS (NO ACTION REQUIRED)

VIII. ADJOURN

- **Ms. Reed made a motion to adjourn the meeting.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:19 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager

CITY COUNCIL MEETING DRAFT MINUTES
Location: Chateau Avalon Board Room

701 Village West Pkwy, Kansas City, Kansas 66111

March 24, 2018

8:00 a.m. – 12:00 p.m. Special Meeting



Honorable Jason K. Ward, Mayor

Council Members

Rocky Himpel

Curtis Oroke

Kara Reed

Loralee Stevens

2018 SPRING RETREAT

The Special Meeting came to order at 8:00 a.m.

Members of the governing body present included Mr. Himpel, Mr. Oroke, Ms. Reed, Ms. Stevens, and Mayor Ward. Staff included City Manager George Brajkovic and Assistant City Manager Dan Porter.

I. Breakfast

II. Review of the 2016 Strategic Plan

The City Council and staff reviewed and discussed the Strategic Planning Framework included in the City of Tonganoxie 2016 Strategic Plan.

III. Adjourn

The meeting adjourned at 12:00 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Dan Porter".

Dan Porter, Assistant City Manager



City of Tonganoxie, KS

Check Report

By Check Number

Date Range: 03/17/2018 - 03/29/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0015	ALL SEASONS CAR WASH	03/22/2018	Regular	0.00	68.79	44639
0913	AMINO BROTHERS CO. INC.	03/22/2018	Regular	0.00	213,104.33	44640
0059	BOARD OF PUBLIC UTIL.-WATER	03/22/2018	Regular	0.00	12,995.31	44641
0922	BORDER STATES INDUSTRIES	03/22/2018	Regular	0.00	603.87	44642
0110	CODE PUBLISHING INC	03/22/2018	Regular	0.00	68.85	44643
0921	Controlled F.O.R.C.E. , INC.	03/22/2018	Regular	0.00	670.00	44644
0119	COPY CENTER OF TOPEKA	03/22/2018	Regular	0.00	59.85	44645
0157	EDWARDS CHEMICALS	03/22/2018	Regular	0.00	550.00	44646
0813	FREESTATE ELECTRIC COOPERATIVE	03/22/2018	Regular	0.00	1,523.00	44647
0861	GBA ARCHITECTS ENGINEERS	03/22/2018	Regular	0.00	35,200.00	44648
0308	KANSAS STATE TREASURER	03/22/2018	Regular	0.00	1,290.50	44649
0348	KBI	03/22/2018	Regular	0.00	400.00	44650
0410	LIBERTY NATIONAL	03/22/2018	Regular	0.00	237.82	44651
0414	LINK-LITE NETWORKING, INC.	03/22/2018	Regular	0.00	617.50	44652
0426	LV COUNTY SHERIFF OFFICE	03/22/2018	Regular	0.00	605.00	44653
0857	MIDCONTINENT COMMUNICATIONS	03/22/2018	Regular	0.00	749.69	44654
0542	QUILL	03/22/2018	Regular	0.00	390.40	44655
0548	RECORDNEWS	03/22/2018	Regular	0.00	1,766.85	44656
0555	RICOH USA, INC.	03/22/2018	Regular	0.00	149.40	44657
0578	SECURITY BENEFIT	03/22/2018	Regular	0.00	288.34	44658
0579	SECURITY BENEFIT - 457	03/22/2018	Regular	0.00	2,181.92	44659
0628	TODD'S TIRE LLC	03/22/2018	Regular	0.00	16.00	44660
0651	USA BLUE BOOK	03/22/2018	Regular	0.00	170.98	44661
0925	FRANK SMITH	03/28/2018	Regular	0.00	12,754.64	44662
0926	KANSAS SECURED TITLE INC. - LEAVENWORTH	03/28/2018	Regular	0.00	1,750.00	44663
0410	LIBERTY NATIONAL	03/28/2018	Regular	0.00	237.82	44664
0630	TONGANOXIE LIBRARY BOARD	03/28/2018	Regular	0.00	9,615.65	44665
0668	WEIS FIRE & SAFETY EQUIPMENT	03/28/2018	Regular	0.00	48,977.50	44666
0001	911 CUSTOM	03/29/2018	Regular	0.00	704.38	44667
0826	ANNA WOLF	03/29/2018	Regular	0.00	975.00	44668
0057	BLUE TARP FINANCIAL, INC.	03/29/2018	Regular	0.00	149.48	44669
0922	BORDER STATES INDUSTRIES	03/29/2018	Regular	0.00	144.67	44670
0100	CITY OF LENEXA	03/29/2018	Regular	0.00	36.00	44671
0189	FIRST STATE BANK & TRUST	03/29/2018	Regular	0.00	2,278.69	44672
0198	FRANK ROBISON	03/29/2018	Regular	0.00	1,400.00	44673
0216	GOULD EVANS PC	03/29/2018	Regular	0.00	3,875.00	44674
0243	HIMPEL LUMBER & BUILDING SUPPL	03/29/2018	Regular	0.00	495.57	44675
0286	JDC SECURITY LLC	03/29/2018	Regular	0.00	103.35	44676
0330	KANSAS GAS SERVICE	03/29/2018	Regular	0.00	140.48	44677
0345	KATHLEEN MCBRATNEY	03/29/2018	Regular	0.00	375.00	44678
0360	KEY EQUIPMENT & SUPPLY CO	03/29/2018	Regular	0.00	562.55	44679
0381	LADD SERVICE COMPANY	03/29/2018	Regular	0.00	455.00	44680
0802	LED DIRECT	03/29/2018	Regular	0.00	1,158.00	44681
0489	OFFICE OF THE ATTORNEY GENERAL	03/29/2018	Regular	0.00	150.00	44682
0384	PAUL LAMB	03/29/2018	Regular	0.00	15.60	44683
0555	RICOH USA, INC.	03/29/2018	Regular	0.00	29.96	44684
0617	TBS ELECTRONICS, INC.	03/29/2018	Regular	0.00	343.00	44685
0648	UNIVERSAL, INC.	03/29/2018	Regular	0.00	417.35	44686
0651	USA BLUE BOOK	03/29/2018	Regular	0.00	136.59	44687
0661	VISION SERVICE PLAN	03/29/2018	Regular	0.00	399.18	44688
0677	WILLIAM PRAY	03/29/2018	Regular	0.00	600.00	44689

Check Report

Date Range: 03/17/2018 - 03/29/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0684	WIRENUTS	03/29/2018	Regular	0.00	27.95	44690

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	52	0.00	362,016.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	67	52	0.00	362,016.81

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	52	0.00	362,016.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	67	52	0.00	362,016.81

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	3/2018	362,016.81
			362,016.81



Office of the City Manager
AGENDA STATEMENT

DATE: April 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Request for authorization to end participation in Downtown Revolving Loan Program Grant with the Kansas Department of Commerce

DISCUSSION:

Staff presented City Council with an update on the current status of the Downtown Revolving Loan program at the 03/19/2018 City Council meeting in advance of necessary decisions on the future of the program. Due to the circumstances and findings of staff research, the presentation included the recommendation that the City act to notify the Kansas Department of Commerce of the City's intention to terminate the loan program and return the remaining funding currently held by the City. Based on the feedback received at the presentation, staff's recommendation has not changed.

Staff presents this item with a request that Council make a motion in authorizing the actions included in the staff recommendation.

STAFF RECOMMENDATION:

City staff has researched the history of this program and considered the following items:

- Operational impact of the program components on staff (Complete redesign and submittal of the program design for approval from the KDOC), local committee formulation and maintenance, loan application document creation, loan document creation, semi-annual reporting to the KDOC, periodic monitoring of records, call for applications)
- Current makeup of the local business environment
- The City's record of loan repayments being made in full, which, in turn, allows continuation of the program
- Increased regulation associated with the distribution and use of the funding.

Based on this review, staff recommends that the City notify the KDOC of the election to terminate the program and return the remaining \$47,976.21 of funding.

ACTION NEEDED:

Make a motion to authorize the Mayor to execute a letter to the Kansas Department of Commerce indicating the City's decision to return the entirety of the remaining funds associated with Grant 99-CP-002.

ATTACHMENTS:

March 19, 2018 Agenda Statement

cc: George Brajkovic, City Manager
Shannon Marcano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: March 19, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Downtown Revolving Loan Program Update

DISCUSSION:

Since 2000, the City has issued several loans to businesses located in the historical downtown/4th street area to make façade improvements within a program called the Downtown Revolving Loan Fund. The program was originally funded by a Community Development Block Grant (CDBG) in the amount of \$713,605 in 1999. While the majority of the grant funding was used for infrastructure improvements and rental housing rehabilitation and development program, \$135,000 of the grant funding was specified to be available for revolving loans of up to \$30,000 to enable the historic preservation of downtown Tonganoxie. This loan program is administered through the Kansas Department of Commerce (KDOC), with City staff serving directly as grant administrator. The goals of the program were to promote efficient and responsible distribution of the funds, revolving every three to five years through repayment and new low-interest loan issuances. Funds only were available for work directly related to the improvement of the façade or exterior features of buildings in the central business district, among other restrictions. The most recent update provided to City Council on this program was provided in January 2013. A summary of the City's program design is provided as an attachment.

City staff recently met with Linda Hunsicker with the KDOC, as she completed periodic program monitoring. The following are key points arising from the monitoring discussion.

- The City has issued 9 loans since the last monitoring, with three paid in full, five defaulted and written off, and one current on payments. The current loan was issued in 2010 and has \$7,590.11 remaining to repay by 2020.
- The current balance of the loan program account is \$47,976.21. The loan program is designed to revolve all available funds every 3-5 years through continued issuance and repayment of loans. That has not been the case at any period since the inception of the City's program in 2000 due to loan defaults and the lack of loan activity for long periods of time.
- There are several inconsistencies between the City's original program design and current regulations applicable to such loan programs, including key items such as the design of interest rates within the program, the practice of making several loans to the same business, the makeup of a local loan application review committee, the lack of a loan application form, and the lack of loan documents to be used.
- Several files required to be maintained by the City were not available for review. The City's grant administrators during the time of loan issuances from 2000-2011 did not maintain and preserve the mandatory documentation, including loan applications, loan committee and Council approvals, loan agreements, promissory notes, security agreements, environmental review, invoices to show expenditures, job certifications, and collateral.
- City staff must promptly provide the KDOC with all documentation that is available in the City's records for the current loan still being repaid.
- KDOC has requested that the City provide an indication of the plan for the future of the City's revolving loan program.

STAFF RECOMMENDATION:

This update is provided to City Council for consideration in advance of decisions impacting the future of the program.

City staff has researched the history of this program and considered the following items:

- Operational impact of the program components on staff (Complete redesign and submittal of the program design for approval from the KDOC), local committee formulation and maintenance, loan application document creation, loan document creation, semi-annual reporting to the KDOC, periodic monitoring of records, call for applications)
- Current makeup of the local business environment
- The City's record of loan repayments being made in full, which in turn allows continuation of the program
- Increased regulation associated with the distribution and use of the funding.

Based on this review, staff recommends that the City notify the KDOC of the election to terminate the program, return the remaining \$47,976.21 of funding, and complete the term of the sole remaining loan through collection of regular payments and distribution of said payments to the State of Kansas.

ACTION NEEDED:

None. This item is presented for informational purposes.

ATTACHMENTS:

Letter dated March 6, 2018 from the KS Department of Commerce – Business and Community Development
Outline of the Downtown Revolving Loan Program Design
Original Program Design & Project Packet (Dated June 28, 2000)

cc: George Brajkovic, City Manager
Shannon Marcano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: April 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Authorizing Engagement Letter with Local Law LLC

DISCUSSION:

Shannon Marcano, who was appointed City Attorney in 2017, recently transitioned from the firm Bushyhead LLC to Local Law LLC. The attached letter of engagement from Local Law LLC reflects the necessary adjustment to the billing agency for legal services provided by the City Attorney.

BUDGET IMPACT:

The cost of legal services included in the letter of engagement with Local Law LLC are unchanged from the prior arrangement with Bushyhead LLC. There is no anticipated impact on the 2018 budget.

ACTION NEEDED:

Adopt Resolution 04-18-01, authorizing the Mayor to execute an engagement letter with Local Law LLC.

ATTACHMENTS:

Resolution No. 04-18-01
Letter of Engagement from Local Law LLC

cc: Dan Porter, Assistant City Manager

RESOLUTION NO. 04-18-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT CERTAIN ENGAGEMENT LETTER BETWEEN THE CITY OF TONGANOXIE, KANSAS, AND LOCAL LAW, LLC.

WHEREAS, the City of Tonganoxie, Kansas (the “City”), wishes to enter into that certain Engagement Letter between the City and Local Law, LLC., for city attorney services, attached hereto as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute that certain Engagement Letter between the City and Local Law, LLC., for city attorney services, attached hereto as Exhibit A.

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 2nd day of April, 2018.

SIGNED by the Mayor this 2nd day of April, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
**Engagement Letter between the City of Tonganoxie and
Local Law, LLC.**



March 29, 2018

Jason K. Ward
Mayor
City of Tonganoxie
P.O. Box 326
Tonganoxie, Kansas 66086

Re: Engagement Letter for City Attorney Services

Dear Mayor Ward:

Thank you for the opportunity to present to you this Engagement Letter to provide city attorney services to the City of Tonganoxie, Kansas (“City”) to assist the City in its legal matters as general counsel to the municipal corporation of Tonganoxie. These duties will not include city prosecution services, nor economic development services. In establishing the attorney-client relationship, we believe that it is good practice to set forth in some detail, for future reference from time to time, our mutual understanding as to the scope of our representation and the terms of our employment. While, perhaps, most of the matters covered in this letter will never be relevant or of concern between us, we want to try to make communication clear and complete from the inception of this engagement, and to anticipate and resolve questions before they arise. Also, we believe that since performance of our services may require your joint effort and cooperation, the better our mutual understanding of our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Scope of Services

We understand that the City of Tonganoxie, Kansas is our client for this matter. We expect that most of our primary contact during this representation will be through you, City Manager, George Brajkovic, and Assistant City Manager Dan Porter. We will keep you informed about the advice and other legal services we provide. Unless you advise us otherwise, we will send all bills to the attention of Mr. Brajkovic.

Communication by E-Mail

Many communications in business occur by e mail. This is not as secure a form of communication as letters through the U.S. mail. If you would like to use e-mails, your signature on this engagement letter acts as consent to communication between us by e mail. As appropriate in relation to a specific matter or action communication will occur via U.S. mail as well.

Termination of Representation / Additional Services

It is agreed that the attorney-client relationship with respect to these services will be considered terminated upon our completion of the services that you have retained us to perform under this engagement. If you retain us to perform further or additional services, related to any filed litigation, or filed applications for economic development incentives, our attorney-client relationship may be revived subject to our additional discussions with you on that matter and subject to the terms of a new engagement letter or the supplementation of this letter with separate financial arrangements.

Your Legal File

You are entitled, upon written request, to any files in our possession relating to the legal services performed by us for you in this matter (excluding our internal accounting records and other documents not reasonably necessary to your representation), subject to our right to make copies of any files withdrawn by you. Under our document retention policy, we normally destroy our legal files seven years after the matter is closed; however, we understand that the political subdivision files may require a longer document retention.

Supervision and Delegation

I will be the attorney who will coordinate and oversee the services we perform on your behalf and be the designated City Attorney. We routinely delegate selected responsibilities to other persons in our firm when, because of special experience, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible, to delegate tasks to persons who can properly perform them at the least cost to you, including the use of paralegals where appropriate.

Financial Arrangements

I am enclosing a Terms of Representation memorandum which outlines the terms of our engagement. Please read the memorandum carefully so that you will fully understand the financial commitments you are making. Local Law, LLC, will send to the City at the end of each calendar month a flat fee invoice for the previous month's city attorney services rendered in the amount of \$2,750. This monthly fee will be for the following services: representation at regular City Council meetings, and any other Board or Commission meetings as needed, as well as drafting documents, and participating in meetings and conference calls related to policy and ordinance development, negotiations and ongoing advice and counsel provided to the Mayor and City Council, City Manager and city staff. Monthly services will not include prosecutorial services, nor economic development services. Local Law, LLC, will track hours worked throughout each calendar month, and in the event Local Law, LLC, is required to spend more than 25 hours during any calendar month for the performance of legal services needed by the

City, then such additional hours shall be billed by applying the discounted flat hourly rates for Ms. Marcano of \$200, and for paralegals of \$75.00. If anything in the financial arrangements presents a problem to you or is unclear, please advise me promptly so that we may discuss it and reach a full understanding. The terms of this engagement and financial obligations thereto are subject to annual appointment.

Periodically, our firm prepares marketing materials in which we include the names of selected clients and sometimes a brief description of a significant project on which we worked. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval. We acknowledge, understand and respect the confidential nature of the banking privacy requirements.

I am pleased to serve as your City Attorney and to have you as a client, and I look forward to a mutually satisfactory and beneficial relationship. Our effectiveness and your best interests are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the client-attorney relationship itself. Please feel free to discuss with us any question or concern you might have about either.

We are hopeful that this letter and the accompanying memo adequately explain the scope and terms of our services and representation. If it does and you are in agreement with it, then please indicate your affirmation of this by signing the enclosed copy of this letter and returning it to me for our files.

We appreciate the opportunity to handle this matter and look forward to a mutually beneficial relationship.

If you have any questions, please give me a call.

Very truly yours,



Shannon M. Marcano

APPROVED:

City of Tonganoxie, Kansas



Approved: _____
Mayor Jason K. Ward

Date: _____

TERMS OF REPRESENTATION

Confirmation of Services. Local Law, LLC, is pleased to have this opportunity to serve you. Our goal is to provide you with quality and efficient legal services. We have found from past experience that our relationship will be stronger and more effective when at the beginning there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the terms for payment. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter.

Attorneys and Others to Assist in Providing Services. When it is appropriate for your particular project, we intend to assign parts of your work to other lawyers, paralegals, law clerks and document clerks. Often these individuals specialize in certain areas, and we have found that allocating work to them allows us to produce higher quality work in a more efficient manner. In such an event, however, one attorney will be designated as your primary contact within the firm. This attorney will supervise the work and will be responsible to you for the entire assignment. The attorney who signed the accompanying letter will serve in that capacity for the work indicated.

Billing and Hourly Rates. Our fees and expenses will be billed as stated here unless otherwise agreed in the attached letter. We generally bill for professional services on an hourly basis and record time in units of .1 of an hour.

Hourly time charges reflect the time spent on the matter, including legal research, meetings, telephone conferences, document drafting, court appearances, transactions closings, and travel in connection with your affairs. We do not charge for attorney administrative time or for time spent in maintaining a general, current knowledge of the law. In addition, we bill on a per-item basis for computerized research (Westlaw services, Dun & Bradstreet, etc.), filing fees and related court or county expenses, conference call and telephone charges, delivery and FAX charges, special database storage when established at your request, photocopying, and travel expenses.

Fees Not Contingent and Due Within Thirty Days. Payment is due within 30 days of the receipt of the invoice. If the firm has not received any comment about the invoice within 30 days of its receipt, we will assume that you find it acceptable. Payment is to be made by check or draft payable to Local Law, LLC.

If any of our invoices remain unpaid for more than 60 days, we may, consistent with our ethical and court imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid invoices and future fees. In fairness to our many clients who promptly pay their invoices each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

Conflicts. Any known actual or potential conflicts are discussed in the accompanying letter. In addition, you are no doubt aware that our firm represents many companies and individuals. It is possible that during the time we are representing you or your company, that some of our present or future clients will have disputes or transactions with you or your company. We ask you to agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients and your interests in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to the other client, could be used by the other client to your material disadvantage.

Attorney-Client Communication. Our invoices generally contain information protected by the attorney client privilege. The privilege could be deemed waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our invoices in a segregated file marked “Attorney-Client Privileged Material” and keep the file in a secure place.

Payment of Third-Party Expenses. The firm prefers that you pay directly any significant outside expense items related to your file and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our invoice.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our invoices; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to continue an effective attorney client relationship. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matters in which we are representing you.

Following termination, any nonpublic materials you have supplied to us which are retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, our papers or property will be returned to you promptly. Our own files, including

lawyers' work product, pertaining to the matter will be retained by the firm for seven years except as otherwise provided in the Engagement Letter.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do that as a part of this representation.

Client Confidences. Our clients are engaged in a wide variety of businesses throughout the country. From time to time we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

No Guarantee of Success. We will perform our professional services on your behalf to the best of our ability, but we cannot make, and have not made, any guarantees regarding the outcome of our work on your project. Any expressions by us about the outcome of your project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Acceptance of Terms. The accompanying letter should correctly and completely set forth our mutual understanding of the terms of our engagement. Please sign a copy of it and return it to our offices for our files. Please let us know in writing immediately of provisions that are not agreeable, if any. Otherwise, our work will proceed in accordance with these terms.



Office of the City Manager
AGENDA STATEMENT

DATE: April 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Authorizing the Appointment of Municipal Court Judge, City Treasurer, City Clerk, and City Attorney

DISCUSSION:

K.S.A. 14-201 requires the Mayor, by and with the consent of the City Council, to appoint certain city officers in April each year. These officers include:

Municipal Court Judge
City Treasurer
City Clerk
City Attorney

BUDGET IMPACT:

There is no anticipated impact on the 2018 budget.

The City currently has an agreement with Municipal Judge William Pray to pay \$600 per month for services rendered. No change is anticipated due to this appointment.

The City Treasurer position is an unpaid position which has been filled by Ms. Ferguson for several years.

The City Clerk does not have an associated fee, as the role is currently assigned to a City employee.

The cost of legal services for the services of Shannon Marcano as City Attorney are unchanged from the prior arrangement in 2017.

ACTION NEEDED:

Adopt Resolution 04-18-02, authorizing the Appointment of Municipal Court Judge, City Treasurer, City Clerk, and City Attorney.

ATTACHMENTS:

Resolution 04-18-02

cc: Dan Porter, Assistant City Manager
William Pray, Municipal Court Judge
JoAnn Ferguson, City Treasurer
Patricia C. Hagg, City Clerk
Shannon M. Marcano, City Attorney

RESOLUTION NO. 04-18-02

A RESOLUTION APPOINTING OFFICERS OF THE CITY OF TONGANOXIE, KANSAS, IN ACCORDANCE WITH K.S.A. 14-201

WHEREAS, K.S.A. 14-201 requires the Mayor, by and with the consent of the City Council, to appoint certain city officers in April each year; and

WHEREAS, the Mayor wishes to appoint the following city officers:

William Pray	Municipal Court Judge
JoAnn Ferguson	City Treasurer
Patricia C. Hagg	City Clerk
Shannon M. Marcano	City Attorney

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

Section 1. That the Mayor, by and with the consent of the City Council, hereby appoints the following city officers:

William Pray	Municipal Court Judge
JoAnn Ferguson	City Treasurer
Patricia C. Hagg	City Clerk
Shannon M. Marcano	City Attorney

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 2nd day of April, 2018.

SIGNED by the Mayor this 2nd day of April, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: April 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Approve Sale of Former City Garage Facility

DISCUSSION:

As the former City Garage facility, 316 South Main Street, was determined to be surplus property, staff presented a Property Disposition proposal during the February 5th City Council meeting, followed by the notice for the sale of the property being published in the Mirror on February 7th, and available on the City's website until submittal deadline of February 27th. Staff also provided tours of the facility to interested parties on 5 occasions, which resulted in 2 formal proposals being submitted for consideration.

Staff recommends moving forward with the proposal from Robbins Acquisitions, Inc. The submitted proposal includes a purchase price of \$65,000, a minimum investment of \$40,000 in the building, which creates two halves of the building. One half will house a component of their existing business Midwest Carpet, and the other half will be made available for lease.

BUDGET IMPACT:

The Sales price is \$65,000, minus the associated cost of a Title Commitment and closing costs.

ACTION NEEDED:

Adopt Resolution 04-18-03, approving the Real Estate Contract of sale for the former City Garage.

ATTACHMENTS:

Resolution 04-18-03

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

RESOLUTION NO. 04-18-03

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT CERTAIN REAL ESTATE CONTRACT OF SALE BETWEEN THE CITY OF TONGANOXIE, KANSAS, AND ROBBINS ACQUISITIONS, INC.

WHEREAS, the City of Tonganoxie, Kansas (the “City”), wishes to enter into that certain Real Estate Contract of Sale between the City and Robbins Acquisitions, Inc., attached hereto as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute that certain Real Estate Contract of Sale between the City and Robbins Acquisitions, Inc., attached hereto as Exhibit A.

Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 2nd day of April, 2018.

SIGNED by the Mayor this 2nd day of April, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
**Real Estate Contract of Sale between the City of Tonganoxie and
Robbins Acquisitions, Inc.**

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("Contract") is made and entered into as of the date of the signature of the last party to sign this Contract (the "Effective Date") by and between the CITY OF TONGANOXIE, KANSAS ("City") and ROBBINS ACQUISITIONS, INC., a Kansas Corporation ("Robbins" or the "Buyer"), real estate holding company for Midwest Carpet, Inc. ("Midwest").

WITNESSETH:

WHEREAS, the City sought to dispose of surplus property consisting of approximately 0.29 acres located at 316 South Main Street, Tonganoxie, KS 66086, Parcel # R26173 and a single 4,320 square foot structure, the former City Maintenance Garage (the "Property"), for redevelopment. Midwest provided a redevelopment proposal for the Property, which included a redevelopment description, expected capital investment, job creation forecast, projected tax impact (property and sales tax), and purchase price, which is attached hereto as Exhibit A, and which was the prevailing bid for the Property; and

WHEREAS, the City desires to sell to Robbins and Robbins desires to purchase from the City the Property on behalf of Midwest, on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I The Property

1.1 Subject to the terms and provisions of this Contract, the City agrees to sell to Robbins, and Robbins agrees to purchase from the City, all of the following, which comprise the Property:

- (a) the approximately 0.29 acres of land described and depicted on Exhibit B (the "Land") (the precise acreage of the land to be confirmed by the final Survey); and
- (b) all singular estates, rights, privileges, easements, and appurtenances belonging or in any way appertaining to the Land; and
- (c) the 4,320 square foot structure, the former City Maintenance Garage, which is located on the Land.

ARTICLE II Purchase Price

2.1 Purchase Price. The total purchase price for the Property shall be Sixty Five Thousand and NO/100 Dollars (\$65,000.00) (the "Purchase Price"), which Purchase Price shall be due and payable by Buyer to the City by wire transfer.

Title and Survey

2.1 Title Binder. Within fourteen (14) days after the Effective Date, the City shall provide Robbins with a current Commitment for a standard ALTA Owner's Policy of Title Insurance for the Property ("Title Binder") issued by the Title Company. The Title Binder shall include copies of all documents identified therein as exceptions to the title. The Title Binder shall describe the Land, name Robbins as the party to be insured thereunder and commit to insure Robbins with indefeasible, good and marketable title in the full amount of the Purchase Price. The Title Binder shall list and identify by reference to volume and page, where recorded, all easements, rights-of-way and other instruments or matters affecting title to the Property. The City shall pay the cost of the ALTA Owner's Policy at Closing. Any endorsements (which may take the form of affirmative insurance covering, for example, restrictive covenants, encroachments, etc.) Robbins may desire shall be at Robbins' cost.

2.2 Survey/Plat. Within thirty (30) days after the Effective Date, the City shall provide Robbins with an ALTA survey of the Property (the "Survey").

2.3 Title Inspections. During the Due Diligence Period, Robbins shall have the opportunity to examine the Title Binder and the Survey and to give City written notice of any objection or objections thereto that relate to the title or any matter that adversely and materially affect Robbins' intended use of the Property. If City does not receive a written notice from Robbins within the Due Diligence Period setting forth Robbins' objections, then Robbins shall be irrevocably deemed to have accepted the state of title as shown on the Title Binder and the Survey. If Robbins makes any timely objections, then City shall have the option (but not the obligation) to correct such objections at any time prior to the Closing. In the event that City opts not to correct any objection of Buyer prior to the Closing, or City is not able to correct any such objection, then Robbins shall have the option either: (i) to waive such objections and elect to accept such title and Owner's Policy as City is able to deliver; or (ii) to declare this Contract to be null and void, and this Contract shall terminate, and neither party shall have any further obligations hereunder, except as otherwise provided in this Contract. Matters disclosed by the Title Binder and the Survey that are not objected to by Robbins, or that are waived or accepted by Robbins as provided in this section, shall be the "Permitted Exceptions." Notwithstanding the foregoing, and anything in this Contract to the contrary, with regard to the standard printed exceptions and other common exceptions generally included in Title Binders, (a) there shall be no exception for "any lien, or right to a lien, for services, or material heretofore or hereafter furnished, imposed by law and not shown by the public records," and (b) the exception for ad valorem taxes or special assessments shall reflect only taxes and special assessments for the year of Closing and shall be annotated "Not yet due and payable". Furthermore, and notwithstanding the objection process set forth in this Section 3.3, City shall cause to be removed from the final Owner's Policy (or insure over) any financial lien or other financial encumbrance.

ARTICLE III Information, Inspections, Representations and Warranties

3.1 Information. The City shall not later than ten (10) days after the Effective Date hereof, deliver to Robbins legible, accurate and complete copies of the following(the "Delivery Items"):

(a) The most recent ad valorem tax statements from all taxing authorities having jurisdiction over the Property for the prior year and to the extent the current year's bills are not available, the current valuation notice;

(b) A list of all contracts or leases affecting the Property and copies of all such leases for contracts of maintenance, service, supply or rental outstanding which affect any portion of the Property or its operation;

(c) Existing site plans, surveys, soil and substrata studies, architectural renderings environmental reports, engineering plans and studies, landscape plans and other plans, diagrams or studies of any kind, if any, in the City's possession, which relate to the Property, together with all documents relating or pertaining to all warranties and guaranties of construction;

(d) Any information in City's possession regarding any springs, slews, or other site elements that may impact development of the Property.

3.2 Inspections.

(a) For a period of thirty (30) days after the Effective Date (the "Due Diligence Period"), Robbins shall have the right, at Robbins' cost and expense, to conduct a complete inspection of the Property and to conduct any investigations regarding engineering, hazardous waste, zoning review, feasibility, physical and economic conditions affecting the Property, or feasibility studies of the Property as Robbins deems necessary or advisable in connection with the purchase of the Property. During the Due Diligence Period, Robbins shall have reasonable access to the Property for the purpose of making such investigations as Robbins shall deem appropriate.

(b) If it should be determined by Robbins, in Robbins' sole discretion and judgment, that the Property is not suitable for the purposes which Robbins intends to utilize the Property or if Robbins has not obtained or does not believe it can obtain all items necessary in its opinion to utilize the Property, Robbins may give written notice to City on or before the expiration of the Due Diligence Period that this Contract is terminated and is null and void for all purposes. Upon receipt by the City of such written notice the parties hereto shall have no further obligation one to the other, except as otherwise provided in this Contract.

3.3 Representations and Warranties of the City. The City hereby represents and warrants as of the date hereof and as of the Closing Date that:

(a) The City shall convey fee simple title to the Property on or before the seventh (7th) day following the expiration of the Due Diligence Period.

(b) The City is not prohibited from consummating the transaction contemplated in the Contract, by any law, regulation, agreement, instrument, restriction, order or judgment.

(c) The City has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individuals of the City who execute and deliver this Contract and all documents to be delivered to Robbins hereunder are and shall be duly authorized to do so.

(d) As of the Closing Date, there shall be no tenant, lessee or other occupant of the Property having any right or claim to possession or use of the Property and exclusive possession of the Property shall be delivered by City to Robbins at the Closing, free of the rights or claims of any tenants, occupants or other parties in possession of, or having or claiming any right to possession or use of, the Property.

(e) There is no litigation or proceeding pending or, to City's current actual knowledge, threatened against or related to all or any part of the Property nor does City know of any basis for any such action.

(f) City has made no agreements, representations, or commitments to any governmental agency or public authority, utility company, or school district relating to any portion of the Property, which agreement, representation or commitment imposes an obligation upon City (or would impose an obligation on Robbins) to make any contributions or dedications of money or land, or to construct, install, or maintain any improvements of a public nature on or off the Property, except as set forth in this Contract.

(g) There are no recorded or, to City's actual knowledge, unrecorded easements or agreements which would limit or prevent the Robbins' use and/or development of the Property not disclosed in the Title Binder.

(h) City has not received a notice from any governmental agency that the Property or any portion thereof is in violation of any federal, state or local laws, regulations or orders or common and case law pertaining to health, safety, sanitation or environmental protection (including, without limitation, the surface water, ground water, drinking water supply, land, surface and subsurface strata and ambient air).

ARTICLE IV
Conditions Precedent to Robbins'
Obligation to Close

4.1 Robbins' obligation to consummate the transactions contemplated hereunder is conditioned upon satisfaction of each of the following conditions at or prior to the Closing (or such earlier date as is specified with respect to a particular condition):

(a) None of the representations and warranties of the City set forth in Article III hereof shall be untrue or inaccurate in any material respect.

In the event that any of the above conditions are not met at or prior to the Closing, then Robbins shall have the option either: (i) to waive such conditions and proceed with Closing; or (ii) to declare this Contract to be null and void, and neither party shall have any further obligations hereunder, except as otherwise provided in this Contract.

ARTICLE V Closing

5.1 Time and Place of Closing. Provided that all of the conditions of this Contract shall have been satisfied or waived, the Closing of this transaction shall take place at the Title Company on that date which is seven (7) days after the expiration of the Due Diligence Period, unless otherwise mutually agreed to in writing by the parties.

5.2 Events of Closing. At the Closing:

(a) The City shall deliver to Robbins the following:

(i) A Special Warranty Deed in the form attached hereto as Exhibit B, duly executed and acknowledged by the City, conveying to Robbins the Property in indefeasible fee simple free and clear of any lien, encumbrance or exception other than the Permitted Exceptions.

(ii) Possession of the Property (subject only to the Permitted Exceptions); and

(iii) All other documents reasonably necessary or appropriate to consummate this transaction as the Title Company may reasonably require.

(b) Robbins shall deliver to the City the following:

(i) The balance of the Purchase Price by wire transfer; and

(ii) Such evidence of the authority and capacity of Robbins and its representatives as the City or the Title Company may reasonably require.

5.3 Expenses. The City shall pay its proportionate share of the prorations as set forth in Section 5.4 hereof, the escrow fee charged by the Title Company, the recording fees, the premium for the Owner's Policy of Title Insurance (excluding any endorsements required by Robbins, which shall be paid solely by Robbins), the cost of the Survey, and its own attorneys' fees. Robbins shall pay its proportionate share of the prorations as set forth in Section 5.4 hereof and its own attorneys' fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

5.4 Prorations. Real property ad valorem taxes and installments of current year special assessments shall be prorated to the Closing, based upon actual days involved. The City shall be responsible for all ad valorem taxes or installments of special assessments attributable to any period prior to the Closing. In connection with the proration of real and property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, the

proration shall be based upon the tax figures from the preceding year. The City shall, on or before the Closing Date, furnish to Robbins and the Title Company all information necessary to compute the prorations provided for in this Section.

5.5 Economic Investment. Robbins has committed to investing a minimum of Forty Thousand and NO/100 Dollars (\$40,000) in upgrades to the Property. Such investment shall be made within eighteen (18) months of Closing, or the City shall have the right to require the Property to be transferred back to the City, and it shall refund the Purchase Price to Robbins. Robbins has also committed to the investment of carpet materials and labor toward the improvement of the Tonganoxie City Council Chambers and City Council Executive Session space, such investment to be completed to the City's satisfaction within three (3) months of Closing. In order to facilitate the redevelopment of the Property, the City will move the existing water meter to the outside of the structure, and will install a second water meter, within eighteen (18) months of Closing and in coordination with the upgrades to be completed by Robbins.

ARTICLE VI

Damage to Property and Condemnation

6.1 The City agrees to give Robbins prompt notice of any casualty affecting the Property between the date hereof and the Closing Date or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any damage to the Property or taking or condemnation of any portion of the Property, then in any such event Robbins may at its option terminate this Contract by written notice to the City within five (5) days after Robbins has received the notice referred to above or at the Closing, whichever is earlier. If Robbins so terminates this Contract, the parties hereto shall have no further obligation one to the other, except as otherwise provided in this Contract. If Robbins does not elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the purchase price, and there shall be assigned to Robbins at the Closing all of the City interest in and to all insurance proceeds or condemnation award.

ARTICLE VII

Default and Remedies

7.1 Default by the City. If the City defaults hereunder prior to Closing, Robbins may, as its exclusive remedy, terminate this Contract by notice to City. If City defaults after the Closing, then Robbins shall have such remedies as may be provided under Kansas law, including but not limited to a cause of action for damages and/or a cause of action for specific performance.

7.2 Default by Robbins. Robbins shall be in default hereunder if Robbins shall fail to satisfy any material covenant, agreement or obligation on its part hereunder, for any reason other than a default by the City hereunder and fails to cure such default within twenty (20) days of written notice of such default from the City. If Robbins defaults hereunder prior to Closing, the City, as its sole and exclusive remedy for such default, shall be entitled to terminate this Contract by notice to Robbins.

7.3 Attorney's Fees. If it shall be necessary for either Robbins or the City to employ an attorney to enforce its rights pursuant to this Contract because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorney's fees.

ARTICLE VIII
Interim Responsibilities of the City

8.1 The City agrees that during the period between the date of this Contract and the Closing Date:

(a) The Property shall be maintained in the same fashion as has been and the City shall keep and perform all obligations of owner of the Property under any Permitted Exceptions, applicable laws and any mortgage(s) applicable to the Property.

(b) The City shall not enter into any agreement with respect to the leasing, operation or maintenance of any portion of the Property, which shall survive Closing, without the prior written consent of Robbins.

All risk of loss shall be borne by the City until acceptance by Robbins of delivery of the City's deed at the Closing.

ARTICLE IX
Brokerage Commission

Although one of the owners of Midwest Carpet, Inc. and Robbins Acquisitions, Inc., is a real estate agent licensed in Kansas and Missouri, each party represents that it has not engaged a broker or realtor with respect to this Contract or the transaction contemplated hereto, and no commissions shall be paid to any broker or realtor with respect to this Contract of the transaction contemplated hereto. Except as set forth above, each party agrees to indemnify and hold the other party harmless from any loss, liability, damage, cost or expense (including, without limitations reasonable attorney's fees) actually paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under the indemnifying party.

ARTICLE X
Miscellaneous

10.1 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed delivered upon deposit by express mail or with a nationally recognized overnight courier for next business day delivery, and addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section:

To the City: City of Tonganoxie, Kansas
Attn. City Manager
526 E. 4th Street
Tonganoxie, Kansas 66086

With a Copy to: Shannon Marcano, Esq.
Local Law, LLC
10650 Roe Avenue
Suite 105
Overland Park, Kansas 66207

If to Buyer: Robbins Acquisitions, Inc.
Attn. Mr./Ms. _____
Title
621 East 4th Street
PO Box 480
Tonganoxie, Kansas 66086

With a Copy to: Attorney?
Address

10.2 Governing Law, Venue. The laws of the State of Kansas shall govern the validity, enforcement, and interpretation of this Contract.

10.3 Integration; Modification; Waiver. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought.

10.4 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

10.5 Headings, Construction. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Contract shall refer to the entire Contract and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.6 Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

10.7 Binding Effect. This Contract shall be binding upon and inure to the benefit of City and Robbins, and their respective successors and assigns. Robbins may assign its rights under this Contract to an affiliate without the consent of the City. Upon acceptance of any assignment by the assignee and the assumption of Robbins' obligations hereunder, Robbins shall be relieved of all duties and obligations hereunder. The City shall not assign its interest hereunder without the prior written consent of Robbins.

10.8 Further Acts. In addition to the acts recited in this Contract to be performed by the City and Robbins, City and Robbins agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

[Remainder of Page Intentionally Left Blank. Signature Page Follows Directly]

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed on the dates set forth below.

CITY OF TONGANOXIE, KANSAS

_____, 2018

By: _____
Jason K. Ward, Mayor

ATTEST:

City Clerk

ROBBINS ACQUISITIONS, INC.

_____, 2018

By:  _____
Name: BEN ROBBINS
Title: PRESIDENT

EXHIBIT A TO CONTRACT

MIDWEST CARPET REDEVELOPMENT PROPOSAL

EXHIBIT B TO CONTRACT

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT C TO CONTRACT

SPECIAL WARRANTY DEED FORM

[Above Space Reserved for Register of Deeds]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is executed as of the date set forth below and is effective as of the ___ day of _____, 20__ (notwithstanding its prior execution), by and between the CITY OF TONGANOXIE, KANSAS(the "Grantor")and ROBBINS ACQUISITIONS, INC., a Kansas corporation("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor duly paid, the receipt of which is hereby acknowledged, does by these presents SELL and CONVEY unto Grantee and Grantee's successors and assigns all of the real property described on Exhibit A, attached hereto and incorporated herein by this reference in Leavenworth County, Kansas (the "Property"),

SUBJECT TO: Those Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein by this reference.

AND ALSO SUBJECT TO THE FOLLOWING: The terms and conditions of that certain Real Estate Contract of Sale between Grantor and Grantee dated as of _____, 20__ (the "Contract"). The Contract is incorporated herein by this reference and notice is hereby given of the Contract and all of its terms, covenants, and conditions to the same extent as if the Contract were fully set forth herein. The foregoing does not purport to show all of the terms and provisions of the Contract and is not a complete summary of the Contract or the obligations of the parties with respect thereto. The provisions of this Deed shall not be construed to interpret, vary or modify the terms, covenants, conditions and provisions of the Contract and in the event of any conflict between the terms hereof and the terms of the Contract, the terms of the Contract shall be exclusively controlling.

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments, appurtenances, rights, privileges and easements thereto belonging or in any wise appertaining, unto Grantee and Grantee's successors and assigns, forever; Grantor hereby covenanting that (i) the Property is free and clear from any encumbrance done or suffered by Grantor, except for set forth herein, and (ii) Grantor will warrant and defend the title to the Property unto Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming or to claim the same by, through or under Grantor, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed the day and year first above written.

CITY OF TONGANOXIE, KANSAS

_____, 2017

By: _____
Jason K. Ward, Mayor

STATE OF KANSAS)
) ss:
COUNTY OF LEAVENWORTH)

On _____, 20__, this deed was acknowledged before me by Jason K. Ward, the Mayor of the City of Tonganoxie, Kansas, on behalf of City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official the day and year last above written.

My Commission Expires:

Notary Public

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT B TO SPECIAL WARRANTY DEED

[Permitted Exceptions]

To be established and completed at Closing



Office of the City Manager
AGENDA STATEMENT

DATE: April 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Ordinance No. 1436 – Voluntary annexation of real property

DISCUSSION:

Ordinance No. 1436 is presented to City Council in response to a voluntary annexation petition and consent received from the record title owners of a tract of 1.29 acres of land adjoining the current City of Tonganoxie boundary line. Adoption of the ordinance will complete the annexation proceedings and the ordinance will take effect upon publication in the official newspaper of the City of Tonganoxie.

The City Council approved Ordinance 1433 at the City Council meeting on January 22, 2018 in response to a voluntary annexation petition received from the record title owners of this property. In subsequent discussions, it was determined that the property was not yet eligible for annexation until a certificate of survey process was completed and recorded by Leavenworth County. The property owners have completed said process and the property is now available for annexation.

ACTION NEEDED:

Make a motion to approve Ordinance No. 1436.

ATTACHMENTS:

Ordinance No. 1436

cc: Dan Porter, Assistant City Manager
Shannon Marcano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: April 2, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: City Council Vacancy Applications Review

DISCUSSION:

A City Council position became vacant in February 2018. City staff presented the City Council with more information regarding the legal requirements of filling a vacancy on City Council and the City Council approved Ordinance No. 1434 on March 5, 2018. This ordinance updated the portion of City Code applying to the procedure to fill vacancies in the governing body to bring it into compliance with state statutes associated with cities of the 2nd class. The newly adopted process to fill a vacancy on the City Council includes:

- Appointment by the governing body according to a majority vote within a period of 60 days.
- After 60 days the vacancy would be filled by a special election.
- All members of the governing body may nominate a candidate for the position.

On March 26, 2018 City staff presented the City Council with a proposal to accept electronic or hard copy applications delivered to City Hall by 10 a.m. on March 30, 2018. Two applications were received by City staff during the ensuing period. The applications are included as attachments.

ATTACHMENTS:

Application – David Bennett
Application – Michael Pierson

cc: Dan Porter, Assistant City Manager
Shannon Marciano, City Attorney



Boards and Committees Application

City of Tonganoxie

Submitted On: 3/29/2018

Name (First and Last)

David Bennett

Address

[Redacted]

Email

[Redacted]

Phone Number

[Redacted]

Are you a registered voter?

Yes

Do you live within the city limits of Tonganoxie?

Yes

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

Lynn Electric Lawrence KS, Foreman, Master Electrician

What Board/Committee would you like to serve on?

City Council

Why do you wish to serve on this board?

To serve the people of city!

What other Tonganoxie boards and committees have you served on?

None

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

No

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

Volunteer Firefighter for 15 years

Select your highest education completed.

12 + 2

Other information or comments

I have been involved with City Government, I feel that I ^{have} ~~have~~ a understanding of the issues facing our City.

Thank you
David Bennett



Boards and Committees Application

City of Tonganoxie

Submitted On:
March 26th, 2018 @ 10:39pm

Name (First and Last)	Michael Pierson
Address	[REDACTED] Tonganoxie KS 66086
Email	[REDACTED]
Phone Number	[REDACTED]
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	Hyland Software Director of Technical Support Lead a team of managers and support analysts that provide advanced support to our customers
What Board/Committee would you like to serve on?	City Council
Why do you wish to serve on this board?	It is my civic duty to step up to fill the vacancy. I have been interested for some time in running for office.
What other Tonganoxie boards and committees have you served on?	None
Is this an application for a reappointment to a board you currently serve on?	No
Describe any work or volunteer experience that is related to the function of this board or committee.	No council experience. In Texas I was a delegate to the State senatorial convention.
Select your highest education completed.	Some College
Other information or comments	