



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

Honorable Jason K. Ward, Mayor

Council Members

David Bennett

Rocky Himpel

Curtis Oroke

Lisa Patterson

Loralee Stevens

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

**II. Approval of Minutes – Regular meeting dated December 3, 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**

**VI. New Business**

- a) Resolution 12-18-01: Kansas Gas Main Extension Agreement - Tonganoxie Business Park
- b) Resolution 12-18-02: 2019 Court Services Contract with the City of Leavenworth
- c) Consider Approval of CMB License Renewal for Fastrax 1, G&P Country Market and Brother's Market
- d) City Manager Agenda
  - 1. November Monthly Budget Report
  - 2. Library Project Update
- e) City Attorney Agenda
- f) Mayor Pro Tem Agenda
- g) City Council Agenda
- h) Mayor Agenda

**VII. Information & Communications (No Action Required)**

**VIII. Adjourn**

City Council Meeting Minutes  
December 3, 2018  
7:00 PM Regular Meeting

**Open Regular Meeting – 7:00 p.m.**

**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. Stevens, Mr. Oroke, and Mr. Bennett. City Manager George Brajkovic, City Attorney Shannon Marcano, Police Chief Greg Lawson, Public Works Director Kent Heskett, and Assistant City Manager Dan Porter were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

**II. Approval of Minutes – Regular meeting dated November 19, 2018**

- **Mr. Oroke made a motion to approve the minutes from the November 19, 2018 City Council meeting.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

**III. Consent Agenda**

- a) Review bill payments
- **Mr. Bennett made a motion to approve the consent agenda.**
- **Mr. Oroke Seconded.**
- **Vote of all ayes, motion carried.**

**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.

- No members of the public addressed the City Council during open agenda.

**V. Old Business**

- a) Appointment to Fill Existing City Council Vacancy – Lisa Patterson
  - Mr. Porter administered the oath of office to Lisa Patterson.
  - Mayor Ward welcomed Ms. Patterson to the City Council as she filled the remainder of Kara Reed's term.
- b) UTV Discussion
  - Cody Thornton addressed the City Council on the topic of allowing UTV vehicles to be operated within City limits.
  - Mr. Brajkovic made a presentation on the subject and listed the results of a survey of other communities that allow and do not allow UTVs to be operated.
  - Mr. Bennett commented that he is in favor of permitting the use of UTVs at this point but would like more research to be completed.
  - Ms. Patterson asked what the impacts of the change would be to public safety agencies.

- Chief Lawson provided some information on the safety concerns and increased risk of harmful collisions that is anticipated with the proposed change.
- Ms. Stevens commented that she was in favor of allowing the use but would like more staff research on the options for ordinances.

c) Ordinance 1445: Amending the Light Industrial District Zoning Ordinance to allow Daycare: Child Care Center (or) Preschool

- Mr. Brajkovic made a presentation on the subject and reiterated the history of the recent consideration of this item by the Planning Commission and City Council.
- Mr. Himpel noted his continued concerns with the prospect of allowing this use in the light industrial district.
- Mr. Bennett expressed concerns with the use in this district.
- Ms. Stevens commented that she was in favor of passing the ordinance in line with Planning staff recommendations.
- **Mr. Oroke made a motion to reconsider the item at the January 2019 Planning Commission meeting and added direction from the City Council to consider adding a requirement for acquiring a Special Use Permit for the use to be permitted in the light industrial district.**
- **Ms. Patterson seconded.**
- **Vote of 4 ayes and 1 nay (Stevens), motion carried.**

## VI. New Business

a) Election of Mayor Pro Tem

- **Mr. Oroke made a motion to appoint Rocky Himpel as Mayor Pro Tem.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

b) Request to Approve Purchase of Utility Rate Study Analysis

- Mr. Brajkovic made a presentation on the subject and provided information on the rationale behind the rate analysis request to the City Council.
- Mr. Porter indicated that the funds necessary to complete the study would be available in the 2019 budget of the water and sewer utility funds.
- **Ms. Stevens made a motion to approve the purchase of a utility rate study analysis for an amount not to exceed \$11,353.**
- **Mr. Bennett seconded.**
- **Vote of all ayes, motion carried.**

c) Request to Amend 2018 Police Equipment Fund Budget and Approval to Purchase Police Facility Security Improvements

- Mr. Brajkovic introduced the item.
- Chief Lawson provided more technical information about the technology improvements proposed to the police facility evidence room.
- Mr. Porter updated the City Council on the Police Equipment Fund 2018 budget and noted that a budget amendment was necessary due to the unplanned impact of replacing a damaged vehicle with insurance proceeds deposited into the fund earlier in the year.
- **Ms. Stevens made a motion to approve the amend the Police Equipment Fund 2018 budget from \$25,000 to \$31,000 and to authorize staff to purchase the PMI Evidence Tracker System in an amount not to exceed \$2,700.**
- **Mr. Oroke seconded.**

- **Vote of all ayes, motion carried.**
- d) City Manager Agenda
  - 1. October Monthly Budget Report
- Mr. Porter presented the budget report to the City Council.
  - 2. Library Project Update
- Mr. Brajkovic presented an update on the Library project, including information about geotechnical borings.
- e) City Attorney Agenda
- f) Mayor Pro Tem Agenda
  - Mr. Himpel noted that he attended the recent County Commission meeting and that the vote at the County Commission for district boundaries determination was scheduled for tomorrow.
- g) City Council Agenda
  - Ms. Patterson thanked the governing body for the support and for trusting her to fill the remainder of the term.
  - Mr. Oroke noted that Tonganoxie Days was fast approaching and that he was interested in getting started in the planning efforts for the event.
- h) Mayor Agenda

## **VII. Information & Communications (No Action Required)**

## **VIII. Adjourn**

- **Mr. Bennett made a motion to adjourn the meeting.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:38 p.m.**



City of Tonganoxie, KS

# My Check Report

By Check Number

Date Range: 11/30/2018 - 12/13/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
0001	911 CUSTOM	12/07/2018	Regular	0.00	964.00	45652
0006	ACE PIPE CLEANING INC	12/07/2018	Regular	0.00	2,117.50	45653
0020	AMERICAN EQUIPMENT CO.	12/07/2018	Regular	0.00	82.82	45654
0913	AMINO BROTHERS CO. INC.	12/07/2018	Regular	0.00	71,685.81	45655
0826	ANNA WOLF	12/07/2018	Regular	0.00	980.00	45656
0025	APAC-KANSAS, INC	12/07/2018	Regular	0.00	461.93	45657
0034	AT&T ACCESS TRANSPORT SERVICES	12/07/2018	Regular	0.00	74.49	45658
0046	BAY BRIDGE ADMINISTRATORS, LLC	12/07/2018	Regular	0.00	357.48	45659
0922	BORDER STATES INDUSTRIES	12/07/2018	Regular	0.00	617.10	45660
0749	BROADVOICE	12/07/2018	Regular	0.00	139.55	45661
0942	CALLBACK STAFFING	12/07/2018	Regular	0.00	39.11	45662
1020	Chris Jennings	12/07/2018	Regular	0.00	111.01	45663
0189	FIRST STATE BANK & TRUST	12/07/2018	Regular	0.00	1,326.51	45664
0198	FRANK ROBISON	12/07/2018	Regular	0.00	1,400.00	45665
0205	GALL'S LLC	12/07/2018	Regular	0.00	8.07	45666
0596	GEOFF SONNTAG	12/07/2018	Regular	0.00	600.00	45667
0216	GOULD EVANS PC	12/07/2018	Regular	0.00	2,030.00	45668
0219	GT DISTRIBUTORS INC	12/07/2018	Regular	0.00	295.72	45669
0224	HAMM QUARRIES & LANDFILL	12/07/2018	Regular	0.00	1,235.30	45670
0246	HEATHER HOLEK	12/07/2018	Regular	0.00	18.53	45671
0243	HIMPEL LUMBER & BUILDING SUPPL	12/07/2018	Regular	0.00	389.46	45672
0250	HONEYCREEK DISPOSAL SERVICE	12/07/2018	Regular	0.00	26,664.00	45673
0330	KANSAS GAS SERVICE	12/07/2018	Regular	0.00	608.24	45674
0496	KANSAS ONE CALL CONCEPTS	12/07/2018	Regular	0.00	61.20	45675
1021	Katherine Kelly	12/07/2018	Regular	0.00	200.00	45676
0345	KATHLEEN MCBRATNEY	12/07/2018	Regular	0.00	375.00	45677
0362	KIMBALL MIDWEST	12/07/2018	Regular	0.00	158.16	45678
0772	LV CO PORT AUTHORITY	12/07/2018	Regular	0.00	10.00	45679
0424	LV COUNTY TREASURER	12/07/2018	Regular	0.00	1,954.76	45680
0857	MIDCONTINENT COMMUNICATIONS	12/07/2018	Regular	0.00	268.05	45681
0959	OFFICE OF THE KANSAS STATE TREASURER	12/07/2018	Regular	0.00	825.00	45682
0491	OLATHE WINWATER WORKS	12/07/2018	Regular	0.00	1,556.48	45683
0512	PHYSIO CONTROL	12/07/2018	Regular	0.00	295.80	45684
0555	RICOH USA, INC.	12/07/2018	Regular	0.00	29.96	45685
1023	Sig Sauer	12/07/2018	Regular	0.00	-1,764.24	45686
1023	Sig Sauer	12/07/2018	Regular	0.00	1,764.24	45686
1014	The League of Kansas Municipalities	12/07/2018	Regular	0.00	100.00	45687
0614	T-MOBILE	12/07/2018	Regular	0.00	808.84	45688
0635	TOTAL ELECTRIC CONTRACTORS INC	12/07/2018	Regular	0.00	324.50	45689
1024	Tractor Supply	12/07/2018	Regular	0.00	1,819.98	45690
1024	Tractor Supply	12/07/2018	Regular	0.00	-1,819.98	45690
0642	U S POSTAL SERVICE	12/07/2018	Regular	0.00	683.57	45691
1022	Universal LLC	12/07/2018	Regular	0.00	195.16	45692
0794	VICKI STARCHER	12/07/2018	Regular	0.00	1,145.93	45693
0659	VICTOR L PHILLIPS CO	12/07/2018	Regular	0.00	586.14	45694
0668	WEIS FIRE & SAFETY EQUIPMENT	12/07/2018	Regular	0.00	1,040.64	45695

My Check Report

Date Range: 11/30/2018 - 12/13/2018

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
0677	WILLIAM PRAY	12/07/2018	Regular	0.00	600.00	45696

Bank Code AP Bank Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	54	45	0.00	127,010.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-3,584.22
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>54</b>	<b>47</b>	<b>0.00</b>	<b>123,425.82</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	45	0.00	127,010.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-3,584.22
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>54</b>	<b>47</b>	<b>0.00</b>	<b>123,425.82</b>

### Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	12/2018	123,425.82
			<b>123,425.82</b>



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** December 17, 2018  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** George Brajkovic, City Manager  
**SUBJECT:** Resolution 12-18-01, approving Agreement for Installation of Natural Gas Facilities by Kansas Gas Service at the Tonganoxie Business Park

**DISCUSSION:**

As the site development for the Tonganoxie Business Park nears completion, the final utility needing installation is natural gas as delivered by Kansas Gas Service. Submitted for your consideration is an Agreement for Installation of Natural Gas facilities (line) to service the Park. City staff including City Engineer, City Attorney and Administrative staff, along with Harland Russell, the City's Civil Engineering partner from GBA, had the opportunity to engage with engineering staff from Kansas Gas Service to ensure that the size of the line is adequate for servicing the Business Park. The proposed service maximizes the capacity of the Business Park line based on the transmission main facilities and the town border station.

Of note, the current proposal of approximately \$145,000 is slightly higher (7%) than our initial GBA Engineer's Opinion of Probable Cost of \$135,000, but well within the available budgetary authority of the grant funds.

**BUDGET IMPACT:**

\$145,284.44 will be utilized from the balance of funds available from the Economic Development grant received from Leavenworth County for the development of the Tonganoxie Business Park.

**RECOMMENDATION:**

Make a motion to adopt Resolution 12-18-01, approving an Agreement for Installation of Natural Gas Facilities by Kansas Gas Service for service to the Tonganoxie Business Park.

**ATTACHMENTS:**

Resolution 12-18-01: Agreement for Installation of Natural Gas Facilities by Kansas Gas Service

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

**RESOLUTION NO. 12-18-01**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT AGREEMENT FOR THE INSTALLATION OF NATURAL GAS FACILITIES BY KANSAS GAS SERVICE AT THE TONGANOXIE BUSINESS PARK**

**WHEREAS**, the City of Tonganoxie has requested the provision of natural gas utility service to the area at 16502 222nd Street, Tonganoxie, KS, known as the Tonganoxie Business Park; and

**WHEREAS**, Kansas Gas Service is a public utility engaged in the distribution and provision of natural gas service in and about Tonganoxie; and

**WHEREAS**, the provision of gas service to the extension area will require the installation of the infrastructure requested within public utility rights of way and/or private rights of way, along with service stubs at each delivery site; and

**WHEREAS**, the compensation necessary for Kansas Gas Service to cover the cost to construct such extension, is met by the City's guarantee of the use of the service by either the owner of the property served by the extension or by another responsible person for the period of at least one year; and

**WHEREAS**, the total estimated cost agreed to by the City for installation of the distribution main will be the "Total Estimated Applicant Cost" price set forth in the agreement, attached hereto as Exhibit A; and

**WHEREAS**, the City of Tonganoxie, Kansas, and Kansas Gas Service Company, a division of ONE Gas, Inc. wish to enter into that certain Agreement for Installation of Natural Gas Facilities by Kansas Gas Service, 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 Agreement for Installation of Natural Gas Facilities by Kansas Gas Service between the City of Tonganoxie, Kansas and Kansas Gas Service Company, a division of ONE Gas, Inc., attached hereto as Exhibit A.

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

**ADOPTED** by the Governing Body this 17<sup>th</sup> day of December, 2018.

**SIGNED** by the Mayor this 17<sup>th</sup> day of December, 2018.

**SEAL**

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Jason K. Ward, Mayor

ATTEST:

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Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

**EXHIBIT A**

**Agreement For Installation Of Natural Gas Facilities by Kansas Gas Service  
between the City of Tonganoxie, Kansas and Kansas Gas Service Company, a  
division of ONE Gas, Inc.**

**AGREEMENT FOR INSTALLATION OF NATURAL GAS FACILITIES  
BY KANSAS GAS SERVICE**

THIS AGREEMENT is made effective as of \_\_\_\_\_, 20\_\_, by and between Kansas Gas Service Company, a division of ONE Gas, Inc., hereinafter referred to as (“KGS”) and the following named “Applicant:”

Applicant’s Name: \_\_\_\_\_

Applicant’s Address: \_\_\_\_\_  
\_\_\_\_\_

Project Name: Tonganoxie Business Park

Project Location: 16502 222nd St., Tonganoxie KS 66086

Project Number: 051.052.3522.010xxx Maximo Number: 2018-1001583028

Facilities Requested: The installation of 2,750 feet of main pipe as shown in “Exhibit 1”.

Project Cost Estimate: \$ 145,284.44 with applicable sales tax of \$0, totaling \$145,284.44

Extraordinary Cost (if applicable): \$0 with applicable sales tax of \$0, totaling \$0

Total Estimated Applicant Cost: \$ 145,284.44 with applicable sales tax of \$0, totaling \$145,284.44

WHEREAS, Applicant has requested KGS to provide natural gas utility service to the Extension Area as shown in attached map; and

WHEREAS, the provision of gas service to the Extension Area will require the installation of the Facilities Requested within public utility rights of way and/or private rights of way, along with service stubs at each delivery site within the Extension Area (gas service lines, main lines and service stubs described above are collectively referred to as the “Facilities”);

NOW, THEREFORE, in order to induce KGS to extend natural gas utility service to the Extension Area, it is agreed as follows:

- (1) KGS is a public utility engaged in the distribution of natural gas in and about Tonganoxie.
- (2) In order to compensate KGS for the cost to construct such extension, Applicant agrees to guarantee the use of the service by either the owner of the property served by the extension or by another responsible person for the period of at least one year and Applicant agrees to pay KGS the “Total Estimated Applicant Cost” price set forth above for the installation of distribution main.

(a) Project Cost Estimate is the estimate for an Ordinary Extension of distribution main. An Ordinary Extension is a project that is reasonably expected to provide 10 year revenues equal to or greater than the estimated cost of construction. Installation, relocation, or replacement of the Facilities Requested (“Facilities”) as described above shall be commenced and completed as soon as is practicable.

(b) Extraordinary Cost Contribution may be required when cost of construction to extend natural gas facilities is greater than the reasonably expected 10 year revenues, or one or more of the following circumstances exist: (1) when unusual construction conditions such as natural or man-made barriers exist; (2) when construction requires special equipment or facilities to provide service or requires activities such as rock, pavement, or frozen ground removal, the installation of pipe padding dirt and flowable fill; (3) when the construction project requires the acquisition or clearing of rights-of-way; (4) for pipe installation greater than four feet of depth; or (5) any other

extraordinary conditions not considered by KGS to be ordinary construction activity associated with the extension of its facilities. If KGS becomes aware of any such conditions, KGS will notify Applicant of the same and the estimated Extraordinary Cost Contribution, if available.

(c) Following the completion of the extension work, KGS will determine the actual cost of the construction expenses. KGS will thereafter apply the payment previously received against said actual cost and shall bill Applicant for the actual cost less payment previously paid. Applicant agrees to pay KGS within sixty (60) days of mailing the amount of such final bill submitted herein.

(d) Any potential refunds will be distributed pursuant to the terms of Addendum 2, "Refunds," attached hereto.

(3) Delays in Construction. KGS shall not be responsible for delays in construction of any facility installation caused by KGS' inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond KGS' reasonable control. In the event the payment described at paragraph 2 above has not been made within 60 days from the date KGS executes this Agreement, or if for any reason beyond KGS' control KGS has not commenced construction of the gas service facilities within 60 days after KGS' execution hereof, KGS may at its sole option: (1) cancel this Agreement by giving Applicant 15 days' notice; or (2) re-determine the cost of the facility installation and notify Applicant of the adjustment to the amount of payment to be made by Applicant in accordance with such cost; or (3) install the facility pursuant to the terms and conditions set forth herein. In the event KGS cancels this Agreement before construction has begun, KGS shall immediately refund to Applicant all funds paid to KGS pursuant to this Agreement.

(4) Ownership of Gas Lines and Equipment. It is expressly understood and agreed between the parties that the above-described extension, all gas meters, meter loops, service lines and any appurtenant equipment installed by KGS pursuant to this Agreement, shall be the sole property of KGS free of any liens, claims, or equity, and Applicant shall have no lien or other property interest therein.

(5) Additional Terms and Conditions. This Agreement shall contain the terms and conditions set forth in the following attachments:

Addendum 1: Construction

Addendum 2: Refunds

(6) Miscellaneous. The parties further agree as follows:

6.1 No Waiver by Failure to Act. Neither any failure nor any delay on the part of KGS in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right by KGS. Payment of any sum by KGS to Applicant with or without knowledge of a breach shall not be deemed a waiver of the breach or any other breach.

6.2 Assignment. Applicant shall not assign this Agreement, or any part hereof, without the written consent of KGS, or subcontract any part of the work except in accordance with the terms of this Agreement. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the parties.

6.3 Entire Agreement. This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions, shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. KGS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, AGREEMENTS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.

6.4 Severability. If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

6.6 Attorneys' Fees. In the event either KGS or Applicant institutes an action or other proceeding to enforce any rights arising under this Agreement, the prevailing party shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by Court and not by jury.

6.7 Headings. The headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

6.8 Interpretation. When used in this Agreement, the term "including" shall mean without limitation by reason of enumeration.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement. Delivery of an executed counterpart to this Agreement by telecopy, e-mail or other electronic means (e.g., "pdf" or "rtf") shall be effective as an original.

6.10 Authority to Execute Agreement. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the day and the year first above written, notwithstanding any later dates of execution appearing below.

**KANSAS GAS SERVICE  
A DIVISION OF ONE GAS INC.**

**APPLICANT**

\_\_\_\_\_  
Authorized Signatory  
Erin Obering, Director of Customer Development  
Print Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signatory  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date Signed

ADDENDUM 1  
Construction

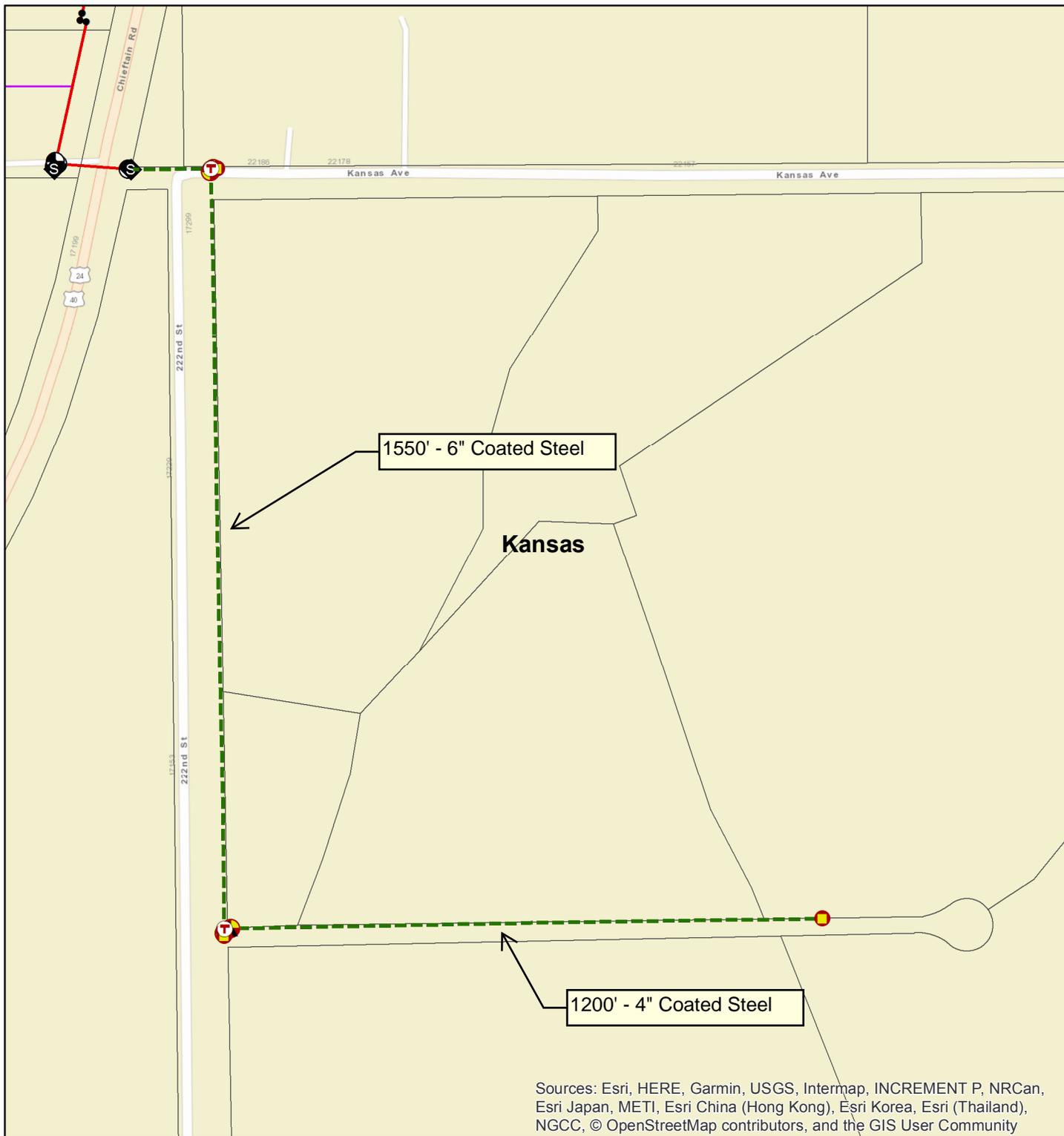
- (1) Coordination of Construction Activities - Applicant. Applicant shall perform or cause to be performed the following:
- (a) Property Rights/Access. Applicant agrees to provide a suitable right of way or easement for placement of the natural gas pipelines, facilities, appurtenances, and access deemed necessary by KGS for installation and maintenance of the main extension. The right of way or easement shall be free from known environmental conditions, of sufficient width and rights of ingress and egress for the natural gas facilities. Said right of way shall be granted on forms provided by KGS, and shall be fully executed and delivered to KGS prior to KGS commencing construction. Applicant understands that construction will not begin until all grants of right of way are delivered, and Applicant agrees to pay all costs associated with any delay in such delivery, including the cost of acquiring right of way, within thirty days of being billed for such costs by KGS. Applicant agrees to provide KGS with a written legal description and drawing prepared by a licensed surveyor that describes said right-of-way. Applicant shall be responsible for staking said right-of-way at the required intervals immediately preceding pipeline construction.
  - (b) Engineering Plans. Applicant agrees to provide KGS a scaled plat drawing that indicates the location of all proposed sidewalks, storm, sanitary, water, electric, street lights, landscape plans, gas piping diagram for commercial and industrial or other available engineering plans as requested by KGS to use as part of its calculations and design for the extension of natural gas facilities. Applicant acknowledges that KGS designed the Requested Facilities based on the Engineering Plans provided by Applicant and is responsible for additional costs associated with construction changes during installation.
  - (c) Casing for Main and Service Crossings. When required by KGS, Applicant agrees to install suitably sized and placed PVC casings under proposed streets and sidewalks for the installation of gas mains and service lines. Schedule 40 PVC casings shall be installed at the locations in the development designated by KGS. The sizes of the casings will be dependent on the size of the proposed gas main: 8-inch PVC for a 6-inch gas main; 6-inch PVC for a 4-inch gas main; 4-inch PVC for a 2-inch gas main; and 2-inch PVC for a 7/8-inch service line. PVC casings shall be 4-feet below finish grade of the road and shall extend 3-feet beyond the R-O-W line.
  - (d) Notice. Applicant shall notify KGS at least 60 calendar days in advance of the date Applicant desires to have KGS commence installation of the gas distribution facilities described in Facilities Requested. In addition, the Agreement must be fully executed and initial payment must have been made at least fourteen days before commencement of construction. Failure to submit the executed Agreement and payment within this timeframe may delay the construction commencement date. KGS endeavors to schedule work on a first come, first served basis after notice and payment is received.
  - (e) Site Readiness: KGS cannot construct facilities until Site Readiness is achieved. A construction site for a new facility (i.e. new building) is ready when: grading is complete; staking when required is complete; storm and wastewater systems have been installed; coordination with KGS as required when gas main and services need to be installed prior to streets, sidewalks, parking lots and landscaping has been achieved; and the area for gas installation per the plans is clear and accessible. In addition, where necessary, property owner has notified tenants of work, and traffic control has been coordinated if applicable.

- (f) Grading and Staking. Prior to commencement of installation of the gas distribution system, Applicant shall grade to subgrade,  $\pm$  (3 inches) all streets, alleys, roadways or easements in which the natural gas facilities shall be installed. In the event that the Applicant must grade after the installation of gas infrastructure, KGS must be notified to ensure minimum cover is maintained. If grading activities after gas installation cause the installation to not meet standards, Applicant is fully responsible for all costs associated with lowering and/or relocation required.
  - (g) Wastewater and Sewer Systems. All wastewater and sewer construction shall be completed and tested prior to commencement of work on the Requested Facilities by KGS.
  - (h) Other Installations. Applicant or its agent will be required to coordinate with KGS regarding installation of other utilities to ensure the proper placement and sequence of utilities.
  - (i) Blasting. All blasting operations shall proceed gas main installation. Should blasting be required within 200-feet of any natural gas facilities which are active and gas carrying or under installation, Applicant shall provide KGS a detailed blasting plan which requires KGS engineering approval prior to the commencement of blasting.
  - (j) Soil Density. Applicant shall be responsible for the cost and performance of soil compaction tests and required compactions.
  - (k) Pavement Repairs. Applicant shall be responsible for the cost of removal, replacement or repair of asphalt and concrete removed by KGS. If flowable fill or AB3 is required to meet compaction requirements under paving, Applicant is responsible for installation and cost thereof.
  - (l) Additional Depth – Cover in excess of thirty-six inches (36”) to forty-eight inches (48”) may be required. Applicant is responsible for costs associated with extra depth, if necessary, to achieve proper cover.
- (2) Move In/Move Out. In the event Applicant’s delays or actions causes KGS to remove its equipment and crews from the work site after commencement of work and prior to completion thereof, Applicant shall reimburse KGS the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of KGS.
- (3) Additional Costs/Changes. Applicant shall be liable for any expenses incurred by KGS for the performance of any of the acts required of Applicant pursuant to this Addendum and for any additional design services or inspections necessitated by deviations from the construction plans or facilities described in Facilities Requested.
- (4) Initiation of Gas Service. KGS may refuse to initiate gas service to the Project Location until Applicant has reimbursed KGS for any additional expenses as set forth in Section 3 and 4 above.

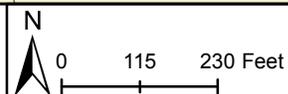
ADDENDUM 2  
Refunds

- (1) Refunds to Applicant. Up to and including the seventh anniversary of the Effective date of the Agreement on the first page of the executed agreement, Applicant shall receive upon their written request, a refund of \$3.4259 per MCF with applicable sales tax of natural gas measured for each meter initiating permanent gas service from the Facilities. The total amount of refund will not exceed \$145,284.44 with applicable sales tax of \$0, totaling \$145,284.44. Refunds will be processed on the agreement anniversary each year, subject to the following refund terms.
- (2) Applicant shall not receive a refund where a service line is installed for or in part as consideration for easement rights.
- (3) Notwithstanding provision to the contrary located elsewhere in this Agreement, the obligation of KGS to make refunds to Applicant is limited as follows:
  - (a) KGS shall not make any refunds to Applicant based upon the connection of a further extension to the above-described extension or upon service lines attached to such further extension.
  - (b) KGS shall not make any additional refunds to Applicant based upon the connection to the Facilities Requested and detailed in the attached Agreement For Installation of Natural Gas Facilities By Kansas Gas Service.
- (4) Nothing contained herein shall be construed as obligating KGS to connect a new customer to the extension, or to make any refund on the basis of a prospective customer on the extension who is refused service by KGS because of gas supply limitations or governmental authority. If KGS is precluded from connecting new customers to the extension for any reason, it is relieved of its refund obligation as outlined above.
- (5) Procedure for Refunds. To obtain the refunds described above, Applicant shall supply to Kansas Gas Service, Attention: MEA Refunds at ENTER KGS ADDRESS a written request for refund including the following information: Service site address, subdivision name and address.
  - (a) Applicant must submit any and all requests for refunds no later than 180 days after the seventh anniversary of this Agreement. All funds not subject to a timely refund request shall be forfeited by Applicant and deemed a contribution in aid of construction on the date 180 days following the seventh anniversary hereof.
  - (b) In no event shall the total of refunds requested, granted or paid by Kansas Gas Service exceed the estimated installation costs as set forth herein.
- (6) Assignment of Refunds. Applicant may, by proper instrument, transfer its interest in this Agreement to any other entity or individual. KGS shall have no obligation to honor such assignment until duly notified by a writing signed by Applicant.

# Exhibit 1



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



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Date Created:  
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DISCLAIMER: This map is FOR INFORMATION PURPOSES ONLY and is not to be used for the accurate location of pipeline facilities for construction purposes. This map may also identify abandoned in place pipeline facilities. Additional abandoned in place pipeline facilities may exist that are not identified on this map.

Document Path:



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** December 17, 2018  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Resolution 12-18-02: Approval of 2019 Court Services Contract with City of Leavenworth

**DISCUSSION:**

The City of Leavenworth currently provides a number of court services for the City of Tonganoxie and surrounding municipalities. The enclosed court services agreement outlines the services and renews our contract with the City of Leavenworth through the end of December 2019. Prior to 2017, these services were performed for the City of Tonganoxie by Leavenworth County.

**BUDGET IMPACT:**

None. The annual cost of \$22,083 is anticipated in the 2019 budget of the City's General Fund.

**RECOMMENDATION:**

Make a motion to approve Resolution 12-18-02, authorizing the execution of the 2019 Court Services Contract with the City of Leavenworth.

**ATTACHMENTS:**

Resolution 12-18-02: 2019 Court Services Contract with the City of Leavenworth  
2019 Probation Plan

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

**RESOLUTION NO. 12-18-02**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT 2019 COURT SERVICES CONTRACT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND THE CITY OF LEAVENWORTH**

**WHEREAS**, the City of Tonganoxie requires case preparation services and ongoing supervision and monitoring of persons sentenced to report to the probation agency at the City's Municipal Court; and

**WHEREAS**, the City of Leavenworth has indicated a willingness to continue to provide court and probation services to municipalities within Leavenworth County, charging a rate based on the percentage of cases supervised for each municipality's Municipal Court; and

**WHEREAS**, the City of Tonganoxie, Kansas, and the City of Leavenworth wish to enter into that certain 2019 Court Services Contract between the City of Tonganoxie and the City of Leavenworth, 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 City Manager to execute that certain 2019 Court Services Contract between the City of Tonganoxie, Kansas and the City of Leavenworth, Kansas, attached hereto as Exhibit A.

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

**ADOPTED** by the Governing Body this 17<sup>th</sup> day of December, 2018.

**SIGNED** by the Mayor this 17<sup>th</sup> day of December, 2018.

**SEAL**

---

Jason K. Ward, Mayor

ATTEST:

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Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

**EXHIBIT A**  
**2019 Court Services Contract with City of Tonganoxie and City of Leavenworth**

COURT SERVICE CONTRACT  
THE CITY OF LEAVENWORTH  
AND  
CITY OF TONGANOXIE

This agreement provides that the City of Leavenworth, shall provide the following Court Services for the Municipal Court of Tonganoxie during the period January 1, 2019 and December 31, 2019

1. Pretrial recognizance and Diversion Investigation Reports.
2. Presentence and Preparole Investigation Reports.
3. Revocation reports where indicated.
4. Jail release programs, including the working off of fines, and restitution, where appropriate, as well as straight work release programs.
5. Alcohol prevention and education and interaction in alcohol abuse of persons who are alcoholics or in danger of so becoming.
6. Follow up on supervision and monitoring of all cases assigned by the Judge of the Leavenworth Municipal Court, as the result of any of the aforementioned programs.
7. Obtain and do a brief write up for all court required offenses and make recommendations to the Judge.
8. Obtain all drivers license records for all major traffic violations and check for prior offenses and make recommendations for the court.
9. Prepare commitment forms for individuals sentenced in court.

In carrying out the aforementioned functions, the Court Services Office will provide correctional counseling and/or referral of offenders to appropriate supporting resources. These will include, but are not limited to: continuation of a monthly Alcohol Information School, other alcohol treatment programs, both inpatient and outpatient, employment and educational support, mental health diagnostic evaluation and treatment programs, both inpatient and outpatient and any other supporting program available.

In return for the aforementioned services and programs, the City of Tonganoxie shall pay a total of \$22,082.88 payable in quarterly increments the first week of each quarter of calendar year 2019.

Either party may terminate this agreement by 60 days written notice to the other party.

The undersigned representative of the Leavenworth City Commission and Tonganoxie City Commissioners do hereby jointly agree to the conditions of this contract and will abide by the same.

DATE \_\_\_\_\_  
CITY MANAGER, CITY OF LEAVENWORTH

DATE \_\_\_\_\_  
CITY MANAGER, CITY OF TONGANOXIE



## LEAVENWORTH MUNICIPAL COURT PROBATION

LEAVENWORTH JUSTICE CENTER  
601 S. 3<sup>RD</sup> Street SUITE 3109  
LEAVENWORTH, KS 66048  
PHONE: 913-758-6641  
FAX: 913-651-8179

### *2019 Budget Proposal for Leavenworth Municipal Court Probation*

Dear Commissioners, Council Members, and Administrators-

See the attached 2019 Budget Proposal for Leavenworth Probation Services. As you know, the division was transferred from Leavenworth County to the City of Leavenworth in 2017. It is a division of the City under the City Manager's office. The transition has proved to be a success in service delivery. Those involved with the Courts have continued to mention the information is being produced earlier and with fewer errors.

The Probation division is located in the Leavenworth Justice Center in Suite 3109. The division is funded by revenue collected in the agency from its clients who are directed to report to the Probation agency by the municipal courts of the Cities in Leavenworth County. The cities also pay a contract for the supervision of their clients based on the percentage of cases we supervise for that city.

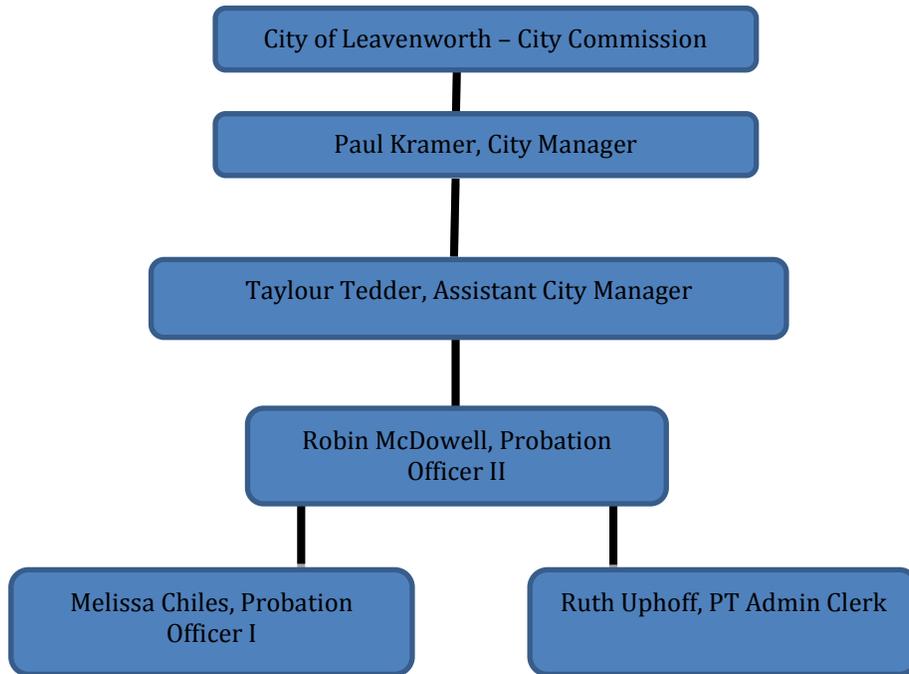
Probation reviews the police reports for the cities, prepares reports, completes driver's license checks and criminal history checks for the cities regarding specific cases, prepares diversion agreements and monitors those agreements, prepares pre-sentence investigation reports and present those to the courts at sentencings, formulates the conditions of supervision and monitors those conditions, completes and monitors attendance for jail commitments, treatment programs, and required programs, and completes drug and alcohol testing to ensure compliance of offenders on supervision. The chart below shows the number of cases per city since 2009 and the percentage of the cases managed by the previously county-run probation program during the respective years.

<u>Year End</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
BASEHOR	122	98	80	42	55	79	77	72	57
LANSING	150	159	188	170	238	242	257	226	159
LEAVENWORTH	479	390	573	422	531	531	464	442	310
TONGANOXIE	146	104	100	85	79	70	73	85	62
Totals	897	751	941	719	903	922	871	825	588
<u>% of total Cases</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Basehor	14%	13%	9%	6%	10%	10%	10%	10%	9%
Lansing	17%	21%	20%	24%	26%	28%	27%	27%	27%
Leavenworth	53%	52%	60%	59%	56%	53%	53%	53%	53%
Tonganoxie	16%	14%	11%	11%	8%	9%	10%	10%	11%
Totals	100%	100%	100%	100%	100%	100%	100%	100%	100%

*\*In 2017 there was an increase in caseload by 146 cases compared to the previous year of 2016.*

**Personnel Services:**

Probation is staffed with three City of Leavenworth employees. Robin McDowell, Probation Officer II, is a full-time employee who acts as director of the office. Robin has many years of invaluable experience. Melissa Chiles, Probation Officer I, additionally is a full time employee who brings law enforcement experience to the position. Ruth Uphoff, PT Administrative Clerk, serves as a part-time employee for administrative duties.



**Expenses and Revenue:**

Probation obtains revenue from services provided for the city courts of Basehor, Lansing, Leavenworth and Tonganoxie, as well as other areas through the monitoring and supervision of offenders. This revenue is solely used as budget reduction for Probation. The program is funded by revenue received from the cities of Leavenworth County and of the self-pay services paid by clients.

Over the past 10 years, the revenue has been obtained from the number of cases each city requires monitoring, assessment, report preparation and/or supervision of the offender, the self-payment of clients' urinalysis testing, and the attendance of Alcohol Information School.

Probation charges \$50.00 for administrative appointments, \$10.00 for convenient jail scheduling appointments, \$10.00 per urinalysis testing, and \$140.00 for Alcohol Information School.

With the increase in cases (which was anticipated), Probation will continue the attempt to keep expenses to the cities low. Historically, the probation office has operated on a paper file basis. The office has initiated plans to implement a FullCourt software system, to increase efficiencies and to better track cases. The FullCourt implementation costs (licenses, training, and first year of service fees) is scheduled to be paid from carryover funds received by Leavenworth County's prior operation of the program. Moving forward, the yearly service fee for the software system will be included in the budget, as reflected below. Staff members are extremely confident this new initiative will greatly streamline operations. Implementation of the FullCourt system is scheduled later this year.

PROBATION BUDGET FY 2019

Personnel Expenses	FY 2019
Full Time	\$80,500
Part Time	\$16,350
FICA Exp	\$7,547
Health Insurance	\$32,592
KPERS Exp	\$9,263
Worker's Comp	\$1,000
Unemployment	\$100
Auto Allowance	\$1,800.00
Total	\$149,152

Contractual Expenses	FY 2018
Postage	\$400
Education/Training	\$2,000
Telephone	\$900
Printing/Copy	\$500
Prof Svc	\$3,500
Copier Rental	\$6,816
Office Equipment	\$300
Full Court Software	\$3,600
Total	\$18,016

Commodities	FY 2018
Office Supplies	\$1,850
Operating Supplies	\$1,500
	\$3,350

*(ADSAP funds pay for testing cups)*

Building/Utilities	FY 2018
Expense	\$3,000

Total Expenses	
Yearly	\$172,018

Revenue	FY 2018
ADSAP	\$2,000
AIS	\$17,000
Admin Fees	\$12,000
Drug Testing	\$5,000
Total Revenue	\$34,000.00

*(not included in total revenue, separate source)*

Total expenses less applicable total revenue equal a remaining balance of \$138,018.

The City of Leavenworth received budget carryover from Leavenworth County when we began administration of the program. The City is utilizing a portion of these funds for the implementation of the new software system, and in 2017 offered a one-time \$30,000 budget reduction applied to the amount each City was asked to pay in 2018. The budget will now return to non-subsidized levels as reflected below.

Total the Cities are asked to pay based on case load percentage (see table on page one):

	<b><u>2019 Request</u></b>	<b><u>2018 Adjusted Amount Paid with Subsidy</u></b>	<b><u>2018 Actual</u></b>	<b><u>2017 Amount Paid</u></b>
City of Basehor	<b><u>\$19,322.52 (14%)</u></b>	<u>\$13,036.17 (13%)</u>	<u>\$16,936.17 (13%)</u>	<u>\$12,117.15 (9%)</u>
City of Lansing	<b><u>\$23,463.06 (17%)</u></b>	<u>\$21,058.42 (21%)</u>	<u>\$27,358.42 (21%)</u>	<u>\$26,927.00 (20%)</u>
City of Leavenworth	<b><u>\$73,149.54 (53%)</u></b>	<u>\$52,144.67 (52%)</u>	<u>\$67,744.67 (52%)</u>	<u>\$80,781.00 (60%)</u>
City of Tonganoxie	<b><u>\$22,082.88 (16%)</u></b>	<u>\$14,038.95 (14%)</u>	<u>\$18,238.95 (14%)</u>	<u>\$14,809.85 (11%)</u>
<b>TOTAL:</b>	<b><u>\$138,018.00</u></b>	<u>\$100,278.21</u>	<u>\$130,278.21</u>	<u>\$134,635.00</u>

Please take the 2019 budget into consideration. The City of Leavenworth has been pleased with the high level of service the office has provided for those utilizing the services. The high output of work and level of accuracy has continued at a high level. Over the course of the next year staff should also be able to identify ways to improve processes and fine tune procedures through utilization of the new software system. Should you have any questions, concerns, or comments, please contact me at any point.

Sincerely,



**Taylour Tedder**  
**Assistant City Manager**  
**City of Leavenworth**  
**100 N. 5<sup>th</sup> St.**  
**Leavenworth, KS 66048**  
**913-680-2602 (office)**  
[ttedder@firstcity.org](mailto:ttedder@firstcity.org)



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** December 17, 2018  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Melanie Tweedy, Administrative Assistant  
**SUBJECT:** CMB Renewal applications for Fastrax 1, G&P Country Market and Brother's Market

**DISCUSSION:**

Applications have been received from Fastrax, G&P Country Market and Brother's Market for renewal of their Cereal Malt Beverage (CMB) License for 2019. In Kansas, cities regulate related beer sales under 5.0% alcohol content. Otherwise, the applicant would need a state liquor license. G&P Country Market and Brother's Market have paid the \$75.00 fee, and Fastrax has indicated the payment for the \$75 fee has been mailed to City Hall. Casey's General Store has already renewed their CMB license for 2019, and these three application represent the last anticipated necessary renewals.

**BUDGET IMPACT:**

A portion of the revenue received from a CMB license is remitted to the State of Kansas and the remainder is credited to the City's General Fund. The General Fund's budget anticipates this revenue each year, even though it makes up a very small portion of total revenue collected in the General Fund.

**RECOMMENDATION:**

Make a motion to approve the CMB license for Fastrax, G&P Country Market and Brother's Market to sell retail cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

**ATTACHMENTS:**

CMB Application – Fastrax 1  
CMB Application – G&P Country Market  
CMB Application – Brother's Market

**cc:** George Brajkovic, City Manager  
Shannon Marcano, City Attorney  
Dan Porter, Assistant City Manager  
File

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of TONGANOXIE

<b>SECTION 1 – LICENSE TYPE</b>			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): 004-451226308F-01			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation C-STORE OPERATIONS, LLC	Principal Place of Business 6830 KAW DRIVE, KANSAS CITY, KANSAS 66111		
Corporation Street Address 6830 KAWDRIVE	Corporation City KANSAS CITY	State MO	Zip Code 66111
Date of Incorporation 4-21-2011	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name HANIF LAKHANI	Phone No. 913-677-1100		
Residence Street Address 6830 KAWDRIVE	City KANSAS CITY	State KS	Zip Code 66111
<b>SECTION 3 – LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name FASTRAX 1		Name RICHARD T. BRYANT & ASSOCIATES, PC,	
Business Location Address 420 STONE CREEK DRIVE		Address 1111 MAIN STREET, SUITE 750	
City TONGANOXIE, KANSAS 66086	State	City KANSAS CITY, MISSOURI 64105	State
Business Phone No. 913-369-3314	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) TRANS-KAN INVESTMENTS, LLC			
<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name HANIF LAKHANI	Position SOLE MEMBER		Date of Birth 11-01-1980
Residence Street Address 12705 W. 134TH PLACE, APT. 28106	City OVERLAND PARK	State KS	Zip Code 66213
Spouse Name N/A	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code

**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)**

Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
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Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code

<b>SECTION 5 – MANAGER OR AGENT INFORMATION</b>		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>Manager or Agent Spousal Information*</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>SECTION 6 – QUALIFICATIONS FOR LICENSURE</b>		
<p>Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 &amp; 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:</p> <p>(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:</p> <p>(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION 7 – DURATION OF SPECIAL EVENT</b>		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

**SECTION 8 – LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  8 1/2" by 11" drawing attached.



State of Missouri

County of Jackson

DENISE A. HARDY  
Notary Public - Notary Seal  
State of Missouri, Jackson County  
Commission # 15636514  
My Commission Expires Jul 5, 2019

Before me came Hanif Lakhani, personally known to me,  
and executed this document

*Denise A Hardy*

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE

*[Signature]*

DATE 12.11.18

FOR CITY/COUNTY OFFICE USE ONLY:

- License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
( \$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)
- \$25 CMB Stamp Fee Received Date \_\_\_\_\_
- Background Investigation  Completed Date \_\_\_\_\_  Qualified  Disqualified
- Verified applicant has registered with the TTB as an Alcohol Dealer
- New License Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_
- License Renewed Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_
- Special Event Permit Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET, TOPEKA, KS 66612.

\* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of Tonganoxie, KS

## SECTION 1 – LICENSE TYPE

Check One:  New License  Renew License  Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-470962776F-01

I have registered as an Alcohol Dealer with the TTB.  Yes (required for new application)

Name of Corporation Brothers Market 5, Inc		Principal Place of Business Tonganoxie, KS	
Corporation Street Address 12345 University Ave, Suite 200		Corporation City Clive	State IA
		Zip Code 50325	
Date of Incorporation 5/2014	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Jay DeVries		Phone No. 515.457.1276 ext. 112	
Residence Street Address 10415 NW Beaver Drive		City Johnston	State IA
		Zip Code 50131	

## SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Brothers Market	Name
Business Location Address 319 Ridge Street	Address
City Tonganoxie, KS 66086	City State Zip
Business Phone No. 913.845.2949	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) Jay DeVries, Jared DeVries, Darian DeVries, Casey Wegmann, Robert Schuck	

## SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse\*, if applicable. Attach additional pages if necessary.

Name Jay DeVries	Position President	Date of Birth 01/138/1984
Residence Street Address 10415 NW Beaver Drive	City Johnston	State IA
	Zip Code 50131	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name Jared DeVries	Position Vice President	Date of Birth 06/11/1976
Residence Street Address 15342 Lambert Drive	City Clear Lake	State IA
	Zip Code 50428	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	
Name Darian DeVries	Position Secretary	Date of Birth 04/07/1975
Residence Street Address 10415 NW Beaver Drive	City Johnston	State IA
	Zip Code 50131	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	

**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)**

Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
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Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
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Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
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Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

<b>SECTION 5 – MANAGER OR AGENT INFORMATION</b>		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name Scott Ruth	Phone No.	Date of Birth 04/04/1960
Residence Street Address 6210 Rockwell Drive	City Cedar Rapids	Zip Code 52402
<b>Manager or Agent Spousal Information*</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>SECTION 6 – QUALIFICATIONS FOR LICENSURE</b>		
Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION 7 – DURATION OF SPECIAL EVENT</b>		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

**SECTION 8 – LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  8 1/2" by 11" drawing attached.



*Megan Grimsrud*  
*Megan Grimsrud*  
**MEGAN GRIMSRUD**  
Commission Number 800643  
My Commission Expires  
December 5, 2019

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *[Signature]* DATE 11/30/2018

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
( \$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date \_\_\_\_\_

Background Investigation  Completed Date \_\_\_\_\_  Qualified  Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

License Renewed Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

Special Event Permit Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET, TOPEKA, KS 66612.

\* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

**Clear Form**

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of LEAVENWORTH

<b>SECTION 1 – LICENSE TYPE</b>			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): <u>00-48-1233993-F01</u>			
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)			
Name of Corporation <u>GFP COUNTRY MARKET</u>		Principal Place of Business	
Corporation Street Address <u>1204 E 24-40 HWY TONGANOXIE</u>		Corporation City <u>TONGANOXIE</u>	State <u>KS</u>
Date of Incorporation <u>AUG-2000</u>		Zip Code <u>66086</u>	
Resident Agent Name <u>Gurmeet Kaur</u>		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Residence Street Address <u>9830 SKYVIEW LANE</u>		Phone No. <u>913-845-9157</u>	
		City <u>LEWEXA</u>	State <u>KS</u>
		Zip Code <u>66220</u>	
<b>SECTION 3 – LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name		Name	
Business Location Address		Address	
City	State	City	State
	Zip		Zip
Business Phone No.		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			
<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	Age
Residence Street Address		City	State
		Zip Code	
Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	Age
Residence Street Address		City	State
		Zip Code	

**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)**

Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
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Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code

<b>SECTION 5 – MANAGER OR AGENT INFORMATION</b>		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name Gurmeet Kaur	Phone No. 913-915-1881	Date of Birth 03-27-74
Residence Street Address 9830 Skyview Lane	City Lenexa	Zip Code 66220
<b>Manager or Agent Spousal Information*</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>SECTION 6 – QUALIFICATIONS FOR LICENSURE</b>		
<p>Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 &amp; 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:            (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:            (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION 7 – DURATION OF SPECIAL EVENT</b>		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

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In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  8 1/2" by 11" drawing attached.



*Melanie Tweedy*  
Melanie Tweedy

MELANIE TWEEDY  
Notary Public - State of Kansas  
My Appointment Expires 10/18/22

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Gurmeet Kaur DATE 12-1-18

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date \_\_\_\_\_

Background Investigation       Completed Date \_\_\_\_\_       Qualified       Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved      Valid From Date \_\_\_\_\_ to \_\_\_\_\_      By: \_\_\_\_\_

License Renewed      Valid From Date \_\_\_\_\_ to \_\_\_\_\_      By: \_\_\_\_\_

Special Event Permit Approved      Valid From Date \_\_\_\_\_ to \_\_\_\_\_      By: \_\_\_\_\_

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**Clear Form**