

CITY OF TONGANOXIE  
321 S. DELAWARE 913-845-2620  
July 16, 2018  
7:00 Regular Meeting



\*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

Kara Reed

Loralee Stevens

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

**II. Approval of Minutes – Regular meeting dated July 2, 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) Ordinance 1444: Kansas Gas Service Franchise Agreement
- b) Resolution 07-18-02: First Amendment to Real Estate Contract of Sale Between Tongie 5, LLC, and the City of Tonganoxie
- c) Tongie Tidal Waves Year End Report
- d) City Manager Agenda
1. June Financial Report & Q2 2018 Treasurer's Report
  2. Vote to Publish Maximum Tax Levy for 2019
- e) City Attorney Agenda
- f) Mayor Pro Tem Agenda
- g) City Council Agenda
- h) Mayor Agenda
1. Consideration of Planning Commission City and County Position Appointments Recommendation and Applications

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

**VIII. Adjourn**

CITY COUNCIL MEETING DRAFT MINUTES

July 2, 2018

7:00 p.m. 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. Reed, Mr. Bennett, and Mr. Oroke. City Manager George Brajkovic, City Attorney Shannon Marcano, Fire Chief John Zimbelman, and Assistant City Manager Dan Porter were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

**II. APPROVAL OF MINUTES – REGULAR MEETING DATED JUNE 18, 2018**

- **Mr. Oroke made a motion to approve the minutes from the June 18, 2018 City Council meeting.**
- **Ms. Stevens seconded.**
- **Vote of all ayes, motion carried.**

**III. CONSENT AGENDA**

- a) Review bill payments
- **Ms. Reed made a motion to approve the consent agenda.**
- **Mr. Bennett 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.

- Thea Perry, 25687 Chieftain Road, introduced herself to the City Council as a candidate for the House District #42 seat.
- Chief Zimbelman introduced the City's newest Firefighter, Kody Nehl, to the City Council.

**V. OLD BUSINESS**

- No Items

**VI. NEW BUSINESS**

- a) Resolution 07-18-01: Resolution of Intent to Issue Industrial Revenue Bonds in an Amount Not to Exceed \$26,000,000

- Mr. Brajkovic introduced the item. He noted a minor typo in the agenda packet which listed “202” instead of “2020.”
  - Kevin Wempe with Gilmore & Bell, was also in attendance and offered to answer any questions the City Council might have.
  - Mayor Ward opened and closed a public hearing on this item without any public comments being offered.
  - **Ms. Reed made a motion to approve Resolution 07-18-01.**
  - **Mr. Himpel seconded.**
  - **Vote of all ayes, motion carried.**
- b) City Manager Agenda
- c) City Attorney Agenda
- d) Mayor Pro Tem Agenda
- e) City Council Agenda
- Mr. Himpel asked that the City staff review the status of mowing mitigation on the property located at 117 E 2<sup>nd</sup>.
  - Ms. Stevens made an announcement about the Sunflower Stroll event timeline and an upcoming contest for growing sunflowers.
  - Mr. Gilner mentioned to the City Council about the growth of grass on the property with the Army Reserve Center.
- f) Mayor Agenda

## **VII. INFORMATION & 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 7:36 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

# My Check Report

By Check Number

Date Range: 06/29/2018 - 07/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
0012	ALEXANDER PUMP & SERVICE, INC.	06/29/2018	Regular	0.00	3,150.00	45047
0031	ASPHALT SALES COMPANY INC	06/29/2018	Regular	0.00	523.69	45048
0967	BELNICK RETAIL LLC	06/29/2018	Regular	0.00	1,347.88	45049
0113	COMMERCIAL AQUATIC SERVICES	06/29/2018	Regular	0.00	684.03	45050
0582	DARREN SHUPE	06/29/2018	Regular	0.00	16.05	45051
0189	FIRST STATE BANK & TRUST	06/29/2018	Regular	0.00	2,103.14	45052
0198	FRANK ROBISON	06/29/2018	Regular	0.00	1,400.00	45053
0216	GOULD EVANS PC	06/29/2018	Regular	0.00	1,936.75	45054
0965	GUITAR CENTER STORES, INC.	06/29/2018	Regular	0.00	1,732.43	45055
0345	KATHLEEN MCBRATNEY	06/29/2018	Regular	0.00	375.00	45056
0381	LADD SERVICE COMPANY	06/29/2018	Regular	0.00	194.00	45057
0966	LE UPFITTER LLC	06/29/2018	Regular	0.00	136.43	45058
0968	MANN LAW FIRM	06/29/2018	Regular	0.00	325.00	45059
0732	METLIFE - GROUP BENEFITS	06/29/2018	Regular	0.00	173.76	45060
0454	MIDWEST COATING INC	06/29/2018	Regular	0.00	28,845.93	45061
0494	OMEGA DOOR & HARDWARE	06/29/2018	Regular	0.00	272.07	45062
0503	PACE ANALYTICAL SERVICES INC	06/29/2018	Regular	0.00	454.00	45063
0542	QUILL	06/29/2018	Regular	0.00	268.35	45064
0549	REEVES-WIEDEMAN COMPANY	06/29/2018	Regular	0.00	359.00	45065
0578	SECURITY BENEFIT	06/29/2018	Regular	0.00	288.34	45066
0579	SECURITY BENEFIT - 457	06/29/2018	Regular	0.00	2,356.92	45067
0628	TODD'S TIRE LLC	06/29/2018	Regular	0.00	58.00	45068
0630	TONGANOXIE LIBRARY BOARD	06/29/2018	Regular	0.00	119,759.85	45069
0642	U S POSTAL SERVICE	06/29/2018	Regular	0.00	225.00	45070
0651	USA BLUE BOOK	06/29/2018	Regular	0.00	211.80	45071
0661	VISION SERVICE PLAN	06/29/2018	Regular	0.00	353.01	45072
0677	WILLIAM PRAY	06/29/2018	Regular	0.00	600.00	45073
0972	ALICIA STOLTENBERG	07/06/2018	Regular	0.00	37.50	45102
0018	ALLTECH MECHANICAL LLC	07/06/2018	Regular	0.00	453.20	45103
0034	AT&T ACCESS TRANSPORT SERVICES	07/06/2018	Regular	0.00	74.49	45104
0064	BOUND TREE MEDICAL, LLC	07/06/2018	Regular	0.00	1,596.17	45105
0110	CODE PUBLISHING INC	07/06/2018	Regular	0.00	114.75	45106
0111	COLEMAN EQUIPMENT INC	07/06/2018	Regular	0.00	19.98	45107
0971	CRYSTAL ESSER	07/06/2018	Regular	0.00	37.50	45108
0200	FRITO-LAY	07/06/2018	Regular	0.00	192.40	45109
0205	GALL'S LLC	07/06/2018	Regular	0.00	262.67	45110
0207	GEIGER READY-MIX	07/06/2018	Regular	0.00	1,266.00	45111
0243	HIMPEL LUMBER & BUILDING SUPPL	07/06/2018	Regular	0.00	545.74	45112
0250	HONEYCREEK DISPOSAL SERVICE	07/06/2018	Regular	0.00	26,087.00	45113
0330	KANSAS GAS SERVICE	07/06/2018	Regular	0.00	36.31	45114
0382	LAIRD NOLLER	07/06/2018	Regular	0.00	26,344.00	45115
0399	LEAVENWORTH ASPHALT MATERIALS	07/06/2018	Regular	0.00	706.60	45116
0410	LIBERTY NATIONAL	07/06/2018	Regular	0.00	187.53	45117
0414	LINK-LITE NETWORKING, INC.	07/06/2018	Regular	0.00	2,502.47	45118
0914	LOCAL LAW, LLC.	07/06/2018	Regular	0.00	2,750.00	45119
0772	LV CO PORT AUTHORITY	07/06/2018	Regular	0.00	10.00	45120
0857	MIDCONTINENT COMMUNICATIONS	07/06/2018	Regular	0.00	267.48	45121
0491	OLATHE WINWATER WORKS	07/06/2018	Regular	0.00	21,484.00	45122
0496	ONE CALL CONCEPTS	07/06/2018	Regular	0.00	200.40	45123
0512	PHYSIO CONTROL	07/06/2018	Regular	0.00	679.98	45124
0555	RICOH USA, INC.	07/06/2018	Regular	0.00	29.96	45125
0568	SAMS CLUB	07/06/2018	Regular	0.00	1,178.73	45126
0614	T-MOBILE	07/06/2018	Regular	0.00	389.30	45127
0642	U S POSTAL SERVICE	07/06/2018	Regular	0.00	1,082.01	45128

**My Check Report**

**Date Range: 06/29/2018 - 07/11/2018**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0651	USA BLUE BOOK	07/06/2018	Regular	0.00	251.91	45129
0671	WESTAR ENERGY	07/06/2018	Regular	0.00	124.42	45130
0133	DAVIS MOORE AUTO GROUP	07/10/2018	Regular	0.00	23,900.00	45131

**Bank Code AP Bank Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	57	0.00	280,962.93
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
	<b>73</b>	<b>57</b>	<b>0.00</b>	<b>280,962.93</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	57	0.00	280,962.93
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
	<b>73</b>	<b>57</b>	<b>0.00</b>	<b>280,962.93</b>

### Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	6/2018	168,150.43
998	Gen Fund-Pooled Cash	7/2018	112,812.50
			<b>280,962.93</b>



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** July 16, 2018  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Ordinance 1444: Kansas Gas Service Franchise Agreement

**DISCUSSION:**

Staff have conducted negotiations with representatives of Kansas Gas Service, a Division of ONE Gas, Inc. and completed a draft agreement granting a franchise to the firm for the consideration of City Council for approval. The agreement is for a period of 15 years and includes a fee of 5% of the actual Gross Cash Receipts collected by the Company from the sale, distribution and transportation of natural gas to all consumers within the corporate limits of the City, payable in monthly increments.

**BUDGET IMPACT:**

The receipts of gas franchise fees at the rate of 5% are anticipated in the 2018 Adopted Budget and 2019 Proposed Budget as a significant source of revenue in the General Fund.

**ACTION NEEDED:**

Make a motion to approve Ordinance 1444.

**ATTACHMENTS:**

Ordinance 1444

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

## ORDINANCE NO. 1444

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS:

### SECTION 1. DEFINITIONS.

For purposes of this Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Tonganoxie, Kansas, and, where appropriate by the context, each of its departments, divisions and component units, including public trusts or authorities of which the City is a beneficiary.

“**Company**” shall mean Kansas Gas Service, a Division of ONE Gas, Inc.

“**Consumer**” shall mean any person or Entity located within the municipal corporate limits of the City and serviced by the Company through any use of the Public Ways.

“**Distribution**” or “**Distributed**” shall mean all sales, distribution, or transportation of natural gas to any Sales or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in a Right of Way.

“**Distribution System**” or “**Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits and services extensions, together with all necessary appurtenances thereto, or any part thereof located within any Public Way, for the purpose of Distribution or supplying natural gas for light, heat, power and all other purposes.

**“Effective Date”** shall mean the date the Company files its written acceptance with the City following the final passage and approval of said Ordinance by the City.

**“Entity”** shall mean any individual person(s), governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture or trust and shall include all forms of business enterprise not specifically listed herein.

**“Facility” or “Facilities”** refers to the Company’s Distribution System or Distribution Facilities.

**“Franchise”** shall mean the grant of authority by the City to transport, distribute or sell natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

**“Franchise Fee”** shall refer to the charges as prescribed in Section 3 of this Franchise Ordinance.

**“Franchise Ordinance”** shall mean this Ordinance granting a natural gas franchise to the Company.

**“Gross Receipts”** shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of natural gas to Consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, bad debts, customer project contributions, meter test fees, revenues received by Company from Consumers as franchise fee reimbursement, and returned check charges. Additionally, Gross receipts shall not include credit extended pursuant to the Cold Weather Rule (or substitute rule) of the Kansas Corporation Commission for natural gas sold within the corporate limits of the City.

**“MCF”** shall mean a measurement of natural gas equal to one thousand cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million British Thermal Units.

**“Public Improvements”** means any public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects.

**“Public Project”** means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

**“Public Way” or “Public Ways”** shall mean the area on, below or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places and other public areas, and general utility easements, dedicated to or acquired by the City. The

term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

**“Sales Consumer”** shall mean, without limitation, any Entity that purchases natural gas within the Corporate City limits from Company for delivery to such consumer within the City through the Company’s Distribution System or Distribution Facilities.

**“Settlement Prices”** shall mean the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX) on the fifteenth day of each month as published in nationally recognized publications such as the CME Group (CME) or S&P Global Platts (Platts) on the following business day (or the next day in which a Settlement Price is published).

**“Transport Gas”** shall mean all natural gas transported by Company pursuant to a Transportation Tariff Arrangement or by other agreement, but not sold by the Company, through Company’s Distribution Facilities to any Consumer or user located within the municipal corporate limits of the City.

**“Transportation Consumer”** shall mean without limitation, any Entity that transports Transport Gas pursuant to a Transportation Tariff or by other agreement, within the City’s municipal corporate limits through Company’s Distribution Facilities for consumption within the City’s corporate limits.

## **SECTION 2. GRANT OF FRANCHISE.**

A. In consideration of the benefits to be derived by the City and its inhabitants, there is hereby granted to the Company, said Company operating a system for the sale, transmission and distribution of natural gas in the State of Kansas, a non-exclusive franchise for a period of fifteen (15) years from the Effective Date to construct, maintain, extend and operate its Distribution Facilities along, across, upon or under any Public Way for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas from any source available; and to do all things necessary or proper to carry on said business.

B. The grant of this franchise by the City shall not convey title, equitable or legal, in a Public Way and shall give only the right to occupy the Public Way for the purposes and for the period stated in this Ordinance. This Ordinance does not:

- (1) Grant the right to use facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of a Public Way;

- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than a Public Way) or a third party; or
- (4) Excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission.

### **SECTION 3. FRANCHISE FEE.**

A. As further consideration for the granting of this franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this franchise, a Franchise Fee of (i) five percent (5%) of the actual Gross Cash Receipts collected by the Company from the sale, distribution and transportation of natural gas to all Sale Consumers and Transport Consumers within the corporate limits of the City, and all such payments to be made monthly for the preceding monthly period.

B. The Company's obligation for payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle beginning after the passage, adoption and acceptance of this Ordinance, as provided in Section 11 below. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 1254 and amendments thereto.

C. In the event a Consumer of Company does not pay a monthly bill from Company in full, Company shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer to Company on the bill is distributed to Company for the natural gas commodity and transportation or distribution service and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer. In the event Company actually collects any outstanding amounts due on a past due, unpaid or partially paid monthly bill to a customer, then Company shall pay City its proportionate share of sums due to the City on such bill.

D. Upon written request by the City, but no more than once per quarter, the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City and during regular business hours, upon reasonable advance written notice to the Company (but no more often than once per calendar year), all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fees paid by Company.

E. No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount

due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001 and amendments thereto.

F. The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902 and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance presently in effect or hereafter adopted for a permit to excavate in or adjacent to any Public Way shall be deemed a part of the compensation paid pursuant to this Ordinance and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Way.

#### **SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.**

A. Except as provided herein or as regulated by state or federal law, the use of any Public Way under this franchise by the Company shall be subject to all laws, statutes, regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Way or other public property) now or hereafter adopted or promulgated. In addition, except as provided herein the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of a Public Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 4 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of a Public Way.

B. All mains, services, and pipe which shall be laid or installed under this grant shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company shall have the right to commence work without having first providing such information or form(s).

C. The Company's use of any Public Way shall always be subject and subordinate to the City's use of the Public Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

D. The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work

deemed necessary and proper by the City, along, across, over or under any Public Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

E. Whenever by reason of establishing a grade or changes in the grade of any street or in the location or manner of construction of any Public Way, cables, electric conduits, water, sewer, gas or other underground structures, it shall be deemed necessary by the City to alter, change, adapt or conform any portion of the Company's Facilities located in the Public Way, such alterations or changes shall be made within a reasonable time by the Company, as ordered in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same, whether by private right-of-way grant, utility easement or otherwise, was acquired prior to its location in the Public Way.

F. If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the City, to use the Public Way, the Company shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby. "Person," "firm," "corporation," and "entity" as used in this paragraph shall not include regular departments of the City, or any trust or authority formed by or for the benefit of City for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

G. The Company shall participate in the Kansas One-Call utility location program. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within a Public Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in a Public Way during and for the design of Public Improvements.

H. The Company shall be subject to the following fees and costs in connection with its use and occupancy of any Public Way: (i) in the event that the repairs or replacements set forth under Section 5 below, have not been timely completed by Company, the City may charge an excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity; (ii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iii) the repair and restoration costs associated with repairing and restoring the Public Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Way.

## **SECTION 5. NOTICE OF WORK & DUTY TO REPAIR.**

A. Prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon or under the Public Way, the Company shall submit to the City written plans detailing all such activities together with an application for permit. In the event of an emergency, Company shall have the right to commence work without having first providing such plans, provided such plans are submitted within three business days of commencement of the work. The Company shall coordinate the installation, construction, maintenance, and operation of its Facilities in a manner which minimizes adverse impact on existing or contemplated Public Improvements as reasonably determined by the City. The Company's Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or unreasonably obstruct the legal use by other utilities.

B. Prior to beginning work, the Company will inspect existing pavement within and/or adjacent to the work area and will report any existing damage or concerns. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, and in a manner satisfactory to the duly authorized representatives of the City, after completing such activity as is permitted under this Ordinance and without cost to the City.

## **SECTION 6. INDEMNITY AND HOLD HARMLESS.**

The Company, its successors and assigns, in the construction, maintenance, and operation of its natural gas system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall indemnify, defend, and hold and save the City harmless from any and all claims, damage, judgements, and reasonable expense, including attorney fees, caused by the negligence of the Company, its successors and assigns, or its or their agents or servants. The Company or the City shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in any Public Way.

## **SECTION 7. RULES AND REGULATIONS.**

The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

## **SECTION 8. INSURANCE REQUIREMENTS.**

During the term of this Ordinance, the Company shall obtain and maintain insurance coverage at its sole expense with financially reputable insurers that are licensed to do business in the State of Kansas. Should the Company elect to use the services of an affiliated captive insurance company for this purpose, that insurer shall possess a certificate of authority from the Oklahoma Insurance Commissioner. The Company shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from the Company's operations under this Ordinance.

As an alternative to the above insurance requirements, the Company may demonstrate to the satisfaction of the City that it is self-insured and as such Company has the ability to provide coverage in an amount not less than One Million Dollars per occurrence and Two Million Dollars in the aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by the Company, or alleged to so have been caused or occurred.

## **SECTION 9. REVOCATION AND TERMINATION.**

In case of failure on the part of the Company to comply with any of the provisions of this Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, the Company shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty days thereafter in which to comply with the conditions and requirements of this Ordinance. If at the end of such sixty-day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above

said sixty-day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Ordinance, the Company shall have thirty days to appeal such decision to the District Court where the City is located or in the District Court of Johnson County, Kansas. This Ordinance shall be deemed revoked and terminated at the end of this thirty-day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

#### **SECTION 10. RESERVATION OF RIGHTS.**

In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Ordinance and the Company's acceptance hereof as provided in Section 11, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

#### **SECTION 11. ACCEPTANCE OF TERMS.**

This franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty days after the final passage and approval of this franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms and conditions of this franchise Ordinance and when so accepted, this franchise Ordinance and acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

This franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this franchise, and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the

subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

#### **SECTION 12. REOPENER PROVISION.**

Upon written request of the Company, the franchise shall be reopened and renegotiated at any time upon a change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

The franchise fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the effective date of this Ordinance the fee or rate required to be paid by another utility distribution company is less than the percentage rate set forth in Section 3, then the percentage rate set forth in Section 3 shall be automatically reduced to equal such lesser percentage rate on the date such lesser percentage rate becomes effective and without any further action by the City.

#### **SECTION 13. NOTICE OF ANNEXATION.**

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Ordinance, the fees provided for in Section 3 above shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the City detailing the annexed area.

#### **SECTION 14. RELEVANT LAW.**

The franchise is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this ordinance.

#### **SECTION 15. TRANSFER AND ASSIGNMENT.**

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease or transfer shall be in writing:
- (2) The prospective assignee, buyer, lessee or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Ordinance; and
- (3) Such writing shall be submitted to the City Clerk of the City.

**SECTION 16. POINT OF CONTACT AND NOTICES.**

Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact’s name, address, telephone number, fax number and e-mail address. Emergency notice by either party to the other may be made by telephone to the City’s designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

<b>The City:</b>	<b>Company:</b>
The City of Tonganoxie	Kansas Gas Service, a Div. of ONE Gas, Inc.
Attn: City Clerk	Attn: Legal Department
Street Address	7421 W. 129 <sup>th</sup> Street
City, Kansas ZIP	Overland Park, KS 66213-2713
Phone: 913-845-2620	Phone: (913) 319-8618
Fax: 913-845-9760	Fax: N/A
Email: phagg@tonganoxie.org	Email: kgsfranchises@onegas.com

<b>Emergency Contact Information:</b>	
Emergency Designee: Dan Porter	Emergency Designee: Margaret Steele
Emergency Contact No.: 913-845-2620	Emergency Contact No.: 913.302.9375
Emergency Email: dporter@tonganoxie.org	EmergencyEmail:Margaret.Steele@onegas.com

(or to replacement addresses that may be later designated in writing).

**SECTION 17. AGREEMENT TO RENEGOTIATE.**

Should the Kansas Corporation Commission take any action with respect to this franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this franchise Ordinance in accordance with or to conform to the Commission’s ruling.

PASSED, ADOPTED AND APPROVED this 16th day of July, 2018.

CITY OF TONGANOXIE, KANSAS

[seal]

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**RESOLUTION NO. 07-18-02**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT CERTAIN FIRST AMENDMENT TO REAL ESTATE CONTRACT OF SALE BETWEEN TONGIE 5, LLC, AND THE CITY OF TONGANOXIE**

**WHEREAS**, Tongie 5, LLC and the City of Tonganoxie, Kansas, wish to enter into that certain First Amendment to Real Estate Contract of Sale in order to extend the due diligence period to allow the removal and hauling away of asphalt from the property, 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 First Amendment to Real Estate Contract of Sale between Tongie 5, LLC, and the City of Tonganoxie, attached hereto as Exhibit A.

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

**ADOPTED** by the Governing Body this 16<sup>th</sup> day of August, 2018.

**SIGNED** by the Mayor this 16<sup>th</sup> day of August, 2018.

**SEAL**

---

Jason K. Ward, Mayor

ATTEST:

---

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

---

Shannon M. Marcano, City Attorney

**EXHIBIT A**  
**First Amendment to Real Estate Contract of Sale**

## FIRST AMENDMENT TO REAL ESTATE CONTRACT OF SALE

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT OF SALE ("First Amendment") is made and entered into as of the date of the signature of the last party to sign this First Amendment (the "Effective Date") by and between the CITY OF TONGANOXIE, KANSAS ("City") and TONGIE 5, LLC., a Kansas Limited Liability Company ("Seller").

### BACKGROUND

City and Seller entered into a Real Estate Contract of Sale ("Contract") with an Effective Date of May 23, 2018, concerning certain property located in Tonganoxie, Kansas, defined as the Property.

The Contract provides, and the parties agree, that the Due Diligence period extends for 30 days after the Effective Date, the termination date of which is determined to be June 22, 2018. The parties agree that the Due Diligence period has expired, but that the parties continue to work toward closing in good faith. Seller now wishes to extend the Due Diligence period further in order to achieve the removal and hauling away of all asphalt from the Property.

City and Seller desire to amend the Contract as hereinafter provided.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Seller agree as follows:

1. Due Diligence Period. The parties hereby agree that the Due Diligence Period shall be extended for an additional fifty four (54) days, which date is determined to be August 15, 2018, or until ten (10) days after Seller provides evidence of the removal and hauling away of all asphalt from the Property, whichever is sooner, in order for the Seller to achieve removal and hauling away of all asphalt from the Property.
2. Ratification. Except as herein amended, the Contract is hereby ratified and confirmed in all other respects. All references in the Contract to "this Contract" shall mean the Contract as amended by this First Amendment.
3. Signatures. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and together constitute one and the same instrument.

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

**CITY OF TONGANOXIE, KANSAS**

\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Jason K. Ward, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**TONGIE 5, LLC.**

\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** July 16, 2018  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Planning Commission Appointments Recommendation and Applications

**DISCUSSION:**

In early June 2018 the City requested the submittal of applications for two Planning Commission positions expiring in 2018 on the Planning Commission on the City's website. One position is for a City resident and the other is for a County resident, and the expiring terms were completed by Steve Ashley and Monica Gee, respectively.

Five applications were received and presented to the Planning Commission for an initial review on July 5, 2018. The draft minutes from that meeting are included as an attachment. The Planning Commissioners concluded the discussion by agreeing to forward a recommendation to the City Council and Mayor to appoint Crystal Henson & Monica Gee to the Planning Commission for terms due to expire in 2021.

All applicants were provided notice of the City Council meeting and agenda in anticipation of an opportunity to address the Governing Body regarding their interest and qualifications for the positions. One applicant for the City position has removed themselves from consideration and his application materials are not included as an attachment.

**BUDGET IMPACT:**

None.

**ACTION NEEDED:**

Make a motion to appoint one person to fill the City position on the Planning Commission.  
Make a motion to appoint one person to fill the County position on the Planning Commission.

**ATTACHMENTS:**

Draft Minutes – July 5, 2018 Planning Commission  
City Position Applications  
County Position Applications

**cc:** George Brajkovic, City Manager  
Shannon Marciano, City Attorney

## PLANNING COMMISSION MEETING DRAFT MINUTES

July 5, 2018

7:00 p.m. Regular Meeting



### CALL TO ORDER

- Chairman Morgan opened the meeting at 7:04 p.m.
- Roll Call: Planning Commissioners present were Chairman John Morgan, Monica Gee, Steve Ashley, Kevin Harris, Patti Gabel and Zach Stoltenberg. Jacob Dale was absent. City Manager George Brajkovic, Assistant City Manager Dan Porter, Planning Consultant Chris Brewster with Gould Evans, City Attorney Shannon Marcano, and City Clerk Patricia Hagg were also in attendance.

### 1. APPROVAL OF PC MINUTES – JUNE 7, 2018

- Mr. Stoltenberg made a motion to approve the minutes from the June 7, 2018 Planning Commission meeting.
- Mr. Ashley seconded.
- Vote of 5 ayes, 1 abstain (Gee), motion carried.

### 2. OPEN AGENDA

- No members of the public signed up for public comment.
- Chairman Morgan closed the open agenda portion of the agenda.

### 3. NEW BUSINESS

#### a) PUBLIC HEARING – TEXT AMENDMENTS TO ZONING REGULATIONS SECTION 16 - "I-LT" LIGHT INDUSTRIAL & APPENDIX A – USE GROUPS BY CATEGORY

Mr. Brewster reviewed the planning staff report #2018-008A . He stated it is fairly common to see Early Education Center proposals in the industrial districts to allow for child care near work centers. He also identified the Light Industrial areas within the city limits where this change would apply. He stated staff recommends approval of adding Child Care Centers to the text amendments in the Light District Section 16 and adding Child Care Centers to the Use Group Category as a permitted use.

- The public comment portion of the agenda was opened and closed by Chairman Morgan without anyone providing comments for or against the amendments.
- Mr. Stoltenberg recused himself from discussion and voting due to a possible conflict of interest-his firm may be hired as architects for property in the Light Industrial District.
- The Commissioner's discussed the text changes and when they had no further questions or comments
  - Ms. Gee made a motion to amend "Zoning Regulations, Chapter 16, Item 16-012.A"- Light Industrial District zoning to read "Uses shall focus upon administrative facilities, research institutions, light manufacturing activities, warehousing and wholesaling of goods, tradesman's workshops, and other service uses that support the employment and light manufacturing business in this district." And update the Use Groups Table to identify Daycare: Child Care Center (or) Preschool as an allowable use by placing an "X" in the table under I-LT.

- Ms. Gable seconded the motion.
- Roll Call Vote – Gabel-aye, Ashley-aye, Gee-aye, Morgan-aye, Harris-aye. Motion carried 5/0. Stoltenberg-recused

This item will be recommended for approval to the City Council on August 6, 2018, to allow for the required 14-day protest period.

**b) DISCUSSION & REVIEW – THE SCHOOLYARD FINAL PLAT - SUBMITTED BY TONGIE 5 LLC**

- Mr. Brajkovic stated a new plat survey was required to finish the purchase agreement for the new library. The survey shows 2 acres on the south side of the plat will be split for the library land purchase and the northern portion of the plat will remain residential.
- Mr. Brewster reviewed the plat and stated after further review this plat could be addressed as a lot consolidation/lot split rather than a Final Plat. He stated the lot consolidation/lot split can be approved by staff per Section 6.01.e and per f.2 would only need a planning commission review if it is “out of character” with the surrounding area. He stated this large lot used for an institutional use meets the requirement of the planning commission review and direction to staff to review and approve the lot consolidation/lot split. He also stated the smaller lots recorded on the original Railroad Addition Plat and shown on the Schoolyard Plat could be addressed through lot consolidation/lot split process and the alleys, easements and 3<sup>rd</sup> St could be reviewed during development plan reviews.
  - Ms. Gee made a motion to allow staff to review and approve the lot split/lot consolidation for the Schoolyard Plat.
  - Mr. Stoltenberg seconded the motion
  - All ayes, Motion carried 6/0

**c) PLANNING COMMISSION OPEN POSITIONS**

- Chairman Morgan opened discussion for the city position currently held by Steve Ashley and county position currently held by Monica Gee that are open for appointment in 2018. He explained the terms will expire in 2021. The positions were advertised and five (5) applications were received. Monica Gee submitted an application for reappointment and Steve Ashley announced his resignation. Applications for the City Position were received from Robert Bieniecki, 300 W. Washington St.; Cynthia Stewart-Grant, 1182 S Delaware St. and Crystal Henson, 411 E 1<sup>st</sup> St. Applications for the County Position were received from Monica Gee, 17685 214<sup>th</sup> St. and Howard Brewington, 20260 Parallel Rd.
- Each applicant was asked to introduce themselves to the Planning Commission. They summarized their resume and provided insight as to why they wanted to be appointed to the open planning commission positions.
- After discussion the Planning Commission agreed to recommend Crystal Henson and Monica Gee to the Mayor and City Council for appointment. The applicants were advised that all applications will be reviewed again at the City Council meeting on Monday, July 16, 2018 at 7:00pm.

**4. OLD BUSINESS**

- No items.

## 5. GENERAL INFORMATION

### a) HOMEBUILDERS ASSOCIATION PERMIT STATISTICS

### b) MARKET RESEARCH STATISTICS

- No action was taken.
- Steve Ashley was thanked for 3 years of service as a Planning Commissioner

## 6. ADJOURN

- Ms. Gee, made a motion to adjourn the meeting.
- Mr. Ashley seconded the motion.
- Vote of all ayes, motion carried 6/0.
- Meeting adjourned at 7:55 p.m.

Respectfully submitted,

Patty Hagg, Planning Clerk

# **Planning Commission – City Position Applications**

**Crystal Henson**

**Cynthia Stewart Grant**



# Boards and Committees Application

City of Tonganoxie

<b>Name (First and Last)</b>	Crystal Henson
<b>Upload File(s) - Letter of Interest and Resume</b>	
<b>grp_q8Pclz</b>	411 E. 1st Street Tonganoxie KS 66086
<b>Email</b>	Crystal.Henson73@gmail.com
<b>Phone Number</b>	9132082741
<b>Are you a registered voter?</b>	Yes
<b>Do you live within the city limits of Tonganoxie?</b>	Yes
<b>Where do you work? Please include your job title and a brief description of your job duties and responsibilities.</b>	Riling, Burkhead & Nitcher, PC I am a staff attorney.
<b>Upload File(s)</b>	<a href="https://seam.ly/l45hIOac">https://seam.ly/l45hIOac</a>
<b>What Board/Committee would you like to serve on?</b>	Planning Commission
<b>Why do you wish to serve on this board?</b>	I want to serve the people of a community that I have grown to love in a place that I call home. We are told to use our talents to better the world. As an attorney, I believe my talents could be used to assist in building a better community for all of the citizen that currently live in Tonganoxie and for future generations.
<b>What other Tonganoxie boards and committees have you served on?</b>	I have served on no other boards for the City or County.
<b>Is this an application for a reappointment to a board you currently serve on?</b>	No
<b>Describe any work or volunteer experience that is related to the function of this board or committee.</b>	I have a great deal of experience working with city ordinances, reading and interpreting the law and working with people. I am committed to my City. I am an active volunteer and hold an officer position with chapter 9271 VFW auxiliary.
<b>Select your highest education completed.</b>	Graduate Degree
<b>Other information or comments</b>	Thank you for your time and consideration.

**RILING, BURKHEAD & NITCHER**

**Chartered**

JOHN W. NITCHER  
MICHAEL E. RILING  
LORI L. HEASTY  
CHRISTOPHER S. PEOPLES  
BOBBIE LEE RILING

-----  
J. MICHAEL GREAR  
CRYSTAL L. HENSON  
SAMARA L. MILLER

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Web Site Rilinglaw.com

EDWARD T. RILING (1875-1946)  
JOHN J. RILING (1885-1971)  
GEORGE K. MELVIN (1898-1982)  
JAMES L. POSTMA (1916-1998)  
EUGENE C. RILING (1929-2002)  
M. DEAN BURKHEAD (1931-2011)

-----  
STEPHEN J. HOUSE\*  
OF COUNSEL  
\*Located in Wichita Office

June 29, 2018

City of Tonganoxie  
526 E. 4<sup>th</sup> Street  
Tonganoxie, KS 66086

Dear Ladies and Gentlemen:

It is with deepest pride that I send this letter of interest to you. While I understand that the deadline for submission has passed, I hope you will still consider my application for this very important position.

Tonganoxie is such a warm and inviting community. The people have a deep devotion and sense of pride. It has been a truly remarkable journey, for me, to witness what it means to live in this “bedroom community” nestled between Kansas City, Topeka and Lawrence. The people are simply amazing. The people here work hard and never tire of doing good in an effort to make life better for those around them. It is truly a blessing to be counted amongst your ranks.

My interest in the planning commission is to continue my own personal goal to grow and do good works. Assisting with the planning commission seemed like a natural fit, as I have spent many years researching and working with laws in both Kansas and Missouri. In my 10-years with Legal Aid, I learned a great many skills that I believe are crucial for a good planning commissioner. These skills include: being an active listener; being fair and open-minded; being able to communicate with a diverse group of individuals all with different wants, needs and expectation; being able to navigate the complex system that is our justice system; and the ability to use my knowledge, expertise and analytical skills to appropriately evaluate a situation to reach the appropriate conclusion for the situation at hand.

Again, I am truly humbled by what this community has to offer. If I can, in some small way, give back to this City through this position, I would be greatly honored. Thank you so much for your time and consideration. Please let me know if you need additional information or references. I look forward to your reply.

Sincerely,

*Crystal L. Henson*

Crystal L. Henson



# Boards and Committees Application

City of Tonganoxie

<b>Name (First and Last)</b>	Cynthia Stewart Grant
<b>grp_q8Pclz</b>	1182 S Delaware Street Tonganoxie KS 66086
<b>Email</b>	cindy_stewart@kw.com
<b>Phone Number</b>	816-547-0278
<b>Are you a registered voter?</b>	Yes
<b>Do you live within the city limits of Tonganoxie?</b>	Yes
<b>Where do you work? Please include your job title and a brief description of your job duties and responsibilities.</b>	Keller Williams Realtor licensed in Kansas and Missouri
<b>What Board/Committee would you like to serve on?</b>	Planning Commission
<b>Why do you wish to serve on this board?</b>	I am interested in the restoration, potential redevelopment, and planned sustainable growth of this community. I would serve as an informed resident and small business owner.
<b>What other Tonganoxie boards and committees have you served on?</b>	Briefly represented the library on the Infrastructure Committee in 2015.
<b>Is this an application for a reappointment to a board you currently serve on?</b>	No
<b>Describe any work or volunteer experience that is related to the function of this board or committee.</b>	I have taken 4 courses at KU in the (MPA) Master of Public Administration program: 1) Budgeting & Resource Development 2) Infrastructure 3) Policy Analysis & Evaluation 4) Human Resource Management
<b>Select your highest education completed.</b>	Graduate Degree
<b>Other information or comments</b>	

# **Planning Commission – County Position Applications**

**Monica Gee**

**Howard Brewington**



# Boards and Committees Application

City of Tonganoxie

<b>Name (First and Last)</b>	Monica Gee
<b>Upload File(s) - Letter of Interest and Resume</b>	
<b>grp_q8Pclz</b>	17685 214th St Tonganoxie KS 66086
<b>Email</b>	haggee222@gmail.com
<b>Phone Number</b>	9134160255
<b>Are you a registered voter?</b>	Yes
<b>Do you live within the city limits of Tonganoxie?</b>	No
<b>Where do you work? Please include your job title and a brief description of your job duties and responsibilities.</b>	Wizard of Paws Pet Grooming owner/operator I own/ groom and manage a small pet grooming business where I do all work involved in my business
<b>Upload File(s)</b>	
<b>What Board/Committee would you like to serve on?</b>	Planning Commission
<b>Why do you wish to serve on this board?</b>	To continue to lend my sensible input to P&Z for the betterment of my community.
<b>What other Tonganoxie boards and committees have you served on?</b>	President Tonganoxie Business Association, President Tonganoxie Friends of Police, Board member Grow Leavenworth County
<b>Is this an application for a reappointment to a board you currently serve on?</b>	Yes
<b>Describe any work or volunteer experience that is related to the function of this board or committee.</b>	My volunteer experience on the current P&Z and training related to P&Z
<b>Select your highest education completed.</b>	Bachelors Degree
<b>Other information or comments</b>	

June 15, 2018

Dear Planning Staff, City Staff & City Council,

I am submitting this letter as a request to continue my position on Planning and Zoning Commission. The planning and zoning commission has provided me with a way to give back to my community with pride and knowledge. My continued dedication to educating myself through all training and material provided is a testament to my willingness to serve. I have great attendance to meetings, training and special meetings.

Sincerely,

Monica Gee



# Boards and Committees Application

City of Tonganoxie

<b>Name (First and Last)</b>	Howard K. Brewington
<b>Upload File(s) - Letter of Interest and Resume</b>	
<b>grp_q8Pclz</b>	20260 Parallel Road Tonganoxie KS 66086
<b>Email</b>	howard.k.brewington3.civ@mail.mil
<b>Phone Number</b>	9134163451
<b>Are you a registered voter?</b>	Yes
<b>Do you live within the city limits of Tonganoxie?</b>	No
<b>Where do you work? Please include your job title and a brief description of your job duties and responsibilities.</b>	Deputy G-3/5/7 for Combined Arms Center (CAC), Fort Leavenworth, KS. Participates fully in the management and leadership of the directorate in support of CAC's core mission areas. Coordinates the internal operations and resourcing of the Office of the G-3/5/7, oversees the development and management of the G-3/5/7 operating budget, and ensures the efficient and effective management of the Office. Responsible for directing and controlling the functions and activities of the directorate to ensure the Directorate's efficient and effective performance.
<b>What Board/Committee would you like to serve on?</b>	Planning Commission Recreation Commission
<b>Why do you wish to serve on this board?</b>	I have lived in the community since 2013 and would like to be more involved. I routinely attend and participate in the local government meetings and would like to take a more active role. I believe I have the background and skill set to make a positive contribution on the planning commission or recreation commission.
<b>What other Tonganoxie boards and committees have you served on?</b>	Volunteer for the Tonganoxie Sesquicentennial
<b>Is this an application for a reappointment to a board you currently serve on?</b>	No
<b>Describe any work or volunteer experience that is related to the function of this board or committee.</b>	In charge of numerous Army long-term planning teams; participated in town meetings (TYSON) / conversations (RV Park) and county planning sessions (HWY Planning), t-ball and soccer coach for the recreation committee; fair superintendent for wood working; 4H volunteer and supporter
<b>Select your highest education completed.</b>	Graduate Degree

**Other information or comments**

Home: (913) - 416-3451

Work: (913) - 684-0019

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Howard K Brewington  
20260 Parallel Road  
Tonganoxie, KS 66086  
USA

Email: howard.k.brewington3.civ@mail.mil  
Home: (913) – 416-3451  
Work: (913) - 684-0019

**Summary of Qualifications:** Thirty-one years of experience in operations, training, training management, organizational development and design, personnel management, performance management and assessment, and organizational growth. Proven ability to analyze complex problems then develop and implement permanent solutions based on established procedures or policies. Proven ability to develop a vision and to translate that vision into reality. Demonstrated capability to develop and assess work processes. Articulate in written and verbal communications. Skilled at designing, developing and delivering training solutions. Able to function in high-stress environments and sustain a high level of performance. Effective motivator of people on all levels in the achievement of individual and organizational goals.

### **Work Experience and Accomplishments**

#### **Combined Arms Center (05/29/2016-Present) – Deputy G-3/5/7 (Deputy Chief of Operations Fort Leavenworth, Kansas)**

Fort Leavenworth, Kansas United States  
Supervisor: COL Paul Reese - 913-684-0014; Contact: Yes  
Pay Grade: GS-0301-15

Serves as the Deputy G-3/5/7 for Combined Arms Center and acts on behalf of the G-3/5/7 when absent or unavailable. Participates fully in the management and leadership of the directorate in support of CAC's core mission areas. Employee is delegated full responsibility and authority to apply programmatic decisions, manage work program, and synchronize activities necessary for accomplishing the CAC G-3/5/7 mission. As the Deputy, coordinates the internal operations and resourcing of the Office of the G-3/5/7, oversees the development and management of the G-3/5/7 operating budget, and ensures the efficient and effective management of the Office. Incumbent is responsible for directing and controlling the functions and activities of the directorate to ensure the Directorate's efficient and effective performance.

Responsible for the supervision and leadership of assigned civilian, military, and contractor personnel. Provides supervision and oversight for G-3/5/7 divisions that are responsible for CAC-wide staff management and the development and integration of Training and Doctrine Command's Core Functions of Army Leader Development and Education, Doctrine, Institutional and Collective Training, Functional Training, Training Support, Lessons Learned and Mission Command. Additionally, serves as a primary staff officer for coordination with TRADOC, HQDA and Centers of Excellence on all training matters. Supports the G-3's oversight development and publication of all mission command doctrine and integration of leader development across the Army.

Responsible for the day-to-day operations of staff that makes up the CAC G-3/5/7 organization, and for execution of the mission, responsibilities, actions, projects, and taskers and the commands performance management system. Exercises initiative and independent judgment, and is authorized to make decisions, enter into agreements, and execute commitments involving operations and policy matters. Responsible for continuous team building with HQDA G-3/5/7, TRADOC G-3/5/7, within the G-3/5/7, and with CAC subordinate organizations.

**Mission Command Center of Excellence (07/01/2013 – 05/28/2016) – Supervisory Operations Officer**

Fort Leavenworth, Kansas United States

Supervisor: Mr Tom Jordan - 913-684-5105; Contact: Yes

Pay Grade: GS-0301-14

Served as the Operations Officer responsible for planning, managing, coordinating and executing the mission, functions and activities of the Mission Command Center of Excellence (MCCoE) to include management of the TRADOC core functions of Leader Development, Lessons Learned, and Doctrine, as well as CAC's Force Modernization Proponent areas. Personally performs or directs activities that involve formulating operational strategies for current operations, determining critical information requirements, synchronizing and reporting organizational status, and the development, consolidation, and analysis of performance based management activities using the Army's Strategic Management System (SMS) software. Provides expert advice on policy matters and capabilities in executing current and future operations activities or requirements. Represents the Director and Deputy Director in meetings, conferences, and special working groups with senior leadership at higher echelons, counterparts at subordinate organizations, and management officials at other high level organizations.

- Led, managed, and provided daily technical direction, oversight and guidance to a work force consisting of military and DA civilians by reviewing their work in the MCCoE's major functional areas and recommending revisions or approval.
- Developed, planned, and conducted the day-to-day business of the MCCoE, a subordinate organization of CAC, to include OPORD production, tasking management, and calendar management.
- Produced over 500 taskings and orders in support of current operations. Maintained a 96% on time rate.
- Produced a CG, TRADOC-approved information paper for the CSA on assisting captains with the exercise of mission command at home station.
- Led MCCoE's use of the Army's Strategic Management System (SMS) software for performance management.

**Mission Command Center of Excellence (05/22/2011 – 07/01/2013) – Senior Military Analyst**

Fort Leavenworth, Kansas United States

Supervisor: Mr Dick Pedersen - 913-684-6371; Contact: Yes

Pay Grade: GS-0301-14

Served as a Senior Military Analyst (Training and Leader Development) in the Mission Command Branch of the Mission Command Center of Excellence (MC CoE). Acted as the principal Mission Command advisor for facilitating the development, integration, and synchronization of Training, Leader Development, and Education requirements and capabilities into the Mission Command Doctrine, Organization, Training, Material, Leader Development, Personnel and Facility (DOTMLPF) portfolio. Also focused on Doctrine development across the Mission Command community of practice (CoP). Facilitated and synchronized leader development efforts that resulted in leaders with competencies that enable an agile and adaptive force; facilitated and synchronized training development efforts that resulted in training environments (Live / Virtual / Constructive / JIIM (L/V/C/J)) and venues which enabled leaders to hone their leader competencies; facilitated development of mission command tenets / principles / competencies for inclusion into Leader Development and Education (LD&E) curriculum (OES, WOES, NCOES, and CES), doctrine, and training; and worked closely with the training community of practice (CoP) to integrate the "art" of mission command into Army training venues to ensure the educational curriculum was reinforced across Army training. Coordinated and synchronized Leader Development, Training and Doctrine studies across the CoP which included organizations internal to TRADOC (MC CoE sub-organizations, CAC subordinate organizations, Army Capability and Integration Center (ARCIC), and Warfighting Function Centers of Excellence (Maneuver; Fires; Maneuver Support; Intelligence; Signal; Aviation; and Sustainment)) as well as organizations external to TRADOC (HQDA/ARSTAF, Assistant Secretary of the Army for Acquisition, Logistics, and Technology (ASAALT) Program Executive Offices (PEOs) and Program Managers (PMs), Army Cyber Command (ARCYBER), Joint Forces Command (JFCOM), Operating Forces, other services (Marines, Navy, and Air Force), other governmental agencies, civilian agencies, multinational, industry, and academia.

- Led the CAC team that developed the operational and organizational concept for the Army of 2020 to include briefing a GO conference that included CG, FORSCOM, three Corps Commanders, and ten AC and NG Division Commanders.
- Currently serving as the content manager for the Army of 2020 accelerated conversion ATN site. Site is organized by warfighting function and contains educational products and information to assist Army 2020 converting units.
- In support of Capability Needs Analysis 2016-20, coordinated and executed all "L" domain requirements including reviewing, modifying, and/or validating the 51 "L" domain solutions developed by CAC LD&E and each proponent, center, and school. Aligned the fielded and programmed solutions to each warfighting function and organization based assessment critical task, condition, and standard so the proponent, centers, and schools could assess and identify their respective capability gaps.

**Combined Arms Center G-3/5/7 (04/12/2010 – 05/22/2011) - Military Analyst/Operations Officer**

Fort Leavenworth, Kansas United States

Supervisor: LTC Lora Rimmer

Pay Grade: GS-0301-13

Served as a military analyst in the Combined Arms Center (CAC)'s G-3/5 /7 Office. Responsible for providing oversight of designated CAC core missions/functions. Areas of focus included facilitating the development, integration, and synchronization of Training, Leader Development,

and Education requirements and capabilities. Also focused on Doctrine development (FM 3-0 and FM 7-0). Served as the CAC-G37 representative for the Training and Education Capability Based Assessments (CBA) work group as well as the Leader Development (Leader Training/Education) representative in the Capability Needs Analysis (CNA) process. Led and directed Action Officer Working Group (AOWGs) and other internal and external ad hoc group collaboration activities in the determination and development of Doctrine, Training, Leader Development, and Education requirements and capabilities. AOWGs were focused on CAC's Campaign of Learning/Army Warfighting Challenges (AWFCs), training brain development, and Connecting Soldiers to Digital Applications (CSDA). Performed a variety of analytical and staff actions, and coordinated with HQ TRADOC, CAC Major Subordinate Organizations, TRADOC Centers and Schools, and other agencies as required to provide thorough and complete staff actions to the CAC G3 for information or decision.

- Managed CAC's Unit Training and Individual Training and Education AWFCs and represented CAC in all associated forums.
- Maintained the running estimates, developed Interim Solution Strategies, and Integrated Learning Plans for the AWFCs
- Conducted AWFC briefings to Director, ARCIC and CG TRADOC in their respective capability development decision forums.
- Designated the primary CAC Action Officer for the Training Brain Tiger Team and Connecting Soldiers to Digital Applications (CSDA). Was recognized as CG CAC's "go to" analyst when he needed clear, concise, and honest answers to his questions related to both initiatives.

**Capability Development Integration Directorate (CDID) (12/22/2008 - 04/12/10) -  
Supervisory Operations Officer**

Fort Leavenworth, Kansas United States

Supervisor: Mr Tom Jordan - 913-684-5105; Contact: Yes

Pay Grade: YC - 0301 - 2

Served as an advisor and consultant to the Director, Deputy Directors, and Division Chiefs on matters pertaining to CDID operations. Planned and executed complex analytical assessments regarding the art of command enabled by the science of control that supported the development and integration of DOTMLPF capabilities from concept development to implementation. Analyzed a wide variety of issues, particularly those requiring review and coordination across the CDID and its six Divisions as they conducted capability development for the CDID proponent areas of command and control (Mission/Battle Command), airspace command and control, combined arms operations at EAB (Div, Corps, ASCC), computer network operations, electronic warfare, cyberspace, information operations, personnel recovery, site exploitation, and mission command battle lab experimentation.

- Led, managed, and provided daily technical direction, oversight and guidance to a work force consisting of military, DA civilians, and contractors by reviewing their work in the force management proponent areas and by recommending revisions or approval.
- Developed, planned and conducted the day-to-day business of the CAC-CDID, a subordinate organization of CAC, to include OPORD production, tasking management, and calendar management.

- Produced over 400 taskings/orders in support of current operations. NSPS goal was 95% on time rate for taskings and actual on time rate was 97%.

**Center for Army Leadership (05/27/2008 - 12/21/2008) - Program Manager, Multi-Source Assessment and Feedback Program (MSAF)**

Fort Leavenworth, Kansas United States

Supervisor: Dr Jon Fallesen - 913-758-3160; Contact: Yes

Pay Grade: YC - 0301 - 2

Served as the first program manager and led the program coordination and coaching functions of the Army's premier leadership assessment and feedback program. Facilitated and synchronized leader development efforts that resulted in leaders with competencies that enable an agile and adaptive force.

- Led, managed, and provided daily technical direction, oversight, and guidance to a work force consisting of military, DA civilians, and contractors.
- Developed contractual documents including performance work statements and quality assurance surveillance plans for coaching, coordination, information technology/help desk and other related MSAF functions.
- Aligned plans with budgets and resources to ensure cost-effective program execution.
- Coordinated program participation with individuals, operational (MTOE) units and sustaining base force organizations (TDA), to include conducting the first ever BCT, Functional Brigade, and Training Support Brigade MSAF events before there was regulatory requirement to conduct events.
- NSPS goal was 50% increase in program participation. Actual participation increase was 62%.

**CAC Force Management Directorate (FMD) (03/22/2007 - 05/26/2008) - Chief, Requirements and Proponency Branch**

Fort Leavenworth, Kansas United States

Supervisor: Mr. Tom Jordan - 913-684-5105; Contact: Yes

Pay Grade: LTC

Planned, prepared, and executed assigned Force Management initiatives within the Directorate. Assisted with collecting, analyzing, and resolving Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel, Facilities, and Mission/Battle Command (DOTMLPF-BC) issues. Performed a variety of analytical and staff actions, and coordinated staff actions with the Joint Community, Department of the Army, TRADOC Staff, TRADOC Centers and Schools, CAC Major Subordinate Organizations, and other agencies to provide the Director completed staff actions. Developed written analyses, information papers, and decision papers, and presented information and decision briefings as required to Civilian and Military Senior Leaders.

- Led the TRADOC team that developed the operational concept and organizational design for the Future Theater Military Advisory and Assistance Group (TMAAG-F).
- Personally conducted Multiple TMAAG-F briefings to senior leaders to include DAMO-FM, DIR, Futures Center (now ARCIC), CG, CAC, CG TRADOC, and the CSA, who ultimately chose not to resource the design.

**Iraqi Assistance Group, MNC-I (02/09/2006 - 03/21/2007) - Team Chief, Brigade Military Transition Team (MTT)**

Mosul, Iraq

Supervisor: COL Bill Balogh

Pay Grade: LTC

Led a 43-person team that advised, trained, assessed, and validated an Iraqi Army Brigade consisting of three Light Infantry Battalions and 2500 Iraqi soldiers conducting combat operations.

- Trained, advised, coached, and mentored the Brigade Commander and Staff on tasks associated with planning, preparing, executing, and sustaining counter-insurgency operations, which enabled the brigade to transition to Iraqi Army Lead in East Mosul, Iraq.
- Developed and conducted information briefings to Senior DoD Representatives, Army Senior Leaders, and Iraqi Senior Leaders.
- Trained the Iraqi Brigade staff and members of my team on the military decision making process (MDMP). Used MDMP to make informed recommendations to the Division MTT Leader and the Iraqi Brigade Commander on conducting combat operations, training, leader development and education and materiel readiness.
- Gained expert knowledge of the Train, Advise, Assist (TAA) Mission, Security Force Assistance, Foreign Security Force Development, and techniques to develop rapport and trust with foreign army senior leaders and soldiers.
- Recognized as one of the top 3 of 45 Brigade Transition Team Leaders.

**CAC Modular Force Initiatives Group (05/17/2005 - 02/08/2006) - Chief of Operations**

Fort Leavenworth, Kansas United States

Supervisor: COL Dave Hampton

Pay Grade: LTC

Served as the principal TRADOC point of contact for all units converting to the Modular Force. Supervised, mentored, and led three subordinate team chiefs.

- Developed the Modular Force Integration Council process to track and resolve Modular Force conversion related issues.
- Coordinated with various Army Commands to collect, track, and resolve Modular Force conversion related issues across all aspects of Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel, Facilities, and Battle Command (DOTMLPF-BC)
- Led Modular Force Education Team visits to converting units and observed their Combat Training Center Rotations to capture design implications and needed organization design changes/modifications prior to deployment.
- Developed and conducted information briefings to Senior DoD Representatives, Army Senior Leaders, TRADOC Senior Leaders, and CAC Leadership.

**CAC Modular Force Initiatives Group (05/17/2004 - 05/16/2005) - Chief, Infantry Brigade and Division Team**

Fort Leavenworth, Kansas United States

Supervisor: COL Dave Hampton

Pay Grade: LTC

Served as the principal TRADOC point of contact for all Infantry units converting to the Modular Force design.

- Coordinated with Forces Command and all Infantry units converting to the modular force to collect, track, and resolve Modular Force conversion related issues across all aspects of Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel, Facilities, and Battle Command (DOTMLPF-BC).
- Conducted multiple Modular Force conversion briefings to Active and National Guard Infantry units
- Developed and conducted information briefings for Senior Department of Defense Representatives, Army Senior Leaders, TRADOC Senior Leaders, and CAC Leadership.

**Office of the Program Manager (OPM)-Saudi Arabia National Guard (SANG) Modernization Program (05/17/2003 - 05/16/2004) - Executive Officer**

Riyadh, [Not Applicable] Saudi Arabia

Supervisor: BG Clinton Anderson

Pay Grade: LTC

Assisted in the oversight of all aspects of planning, training, advising, materiel fielding, facilities and range construction, medical, maintenance, and supply of the eight billion dollar SANG modernization program. Performed a variety of analytical and staff actions, and coordinated staff actions with Army Materiel Command, United States Army Security Assistance Command, and other agencies to provide the PM completed staff actions.

- Served as the executive assistant to the Program Manager (PM) and managed the day to day activities of the Command Group.
- Prepared and conducted executive-level briefings for Congressional Delegations, Senior Department of Defense personnel, Senior Department of State personnel, and Senior Army leadership.
- Coordinated activities with the U.S. Embassy, and other agencies in the Kingdom of Saudi Arabia.

**1st Cavalry Division (05/17/2002 - 05/16/2003) - Assistant Chief of Staff, G-3, Chief of Training**

Fort Hood, Texas United States

Supervisor: COL Paul E. Funk

Pay Grade: MAJ

Conducted staff coordination and supervised training for a division composed of seven brigade level and three separate battalion level commands and 17,000 Soldiers. Supervised a staff of 12 officers, NCOs, and Soldiers.

- Developed the division's training plan for deployment to Operation Iraqi Freedom.
- Facilitated and synchronized training development efforts that resulted in training environments (Live/Virtual/Constructive/JIIM (L/V/C/J)) and venues which enabled leaders to hone their leader competencies.
- Developed, coordinated, and published the division long range training calendar, annual training guidance, and quarterly training guidance.
- Managed the allocation of land/training areas, ranges, training support aids/devices, and school quotas within the division through four gunnery densities and training cycles.
- Maintained and revised division training regulations, associated policy letters, and briefings. Coordinated all training deployments for the division.

**1st Battalion, 9th Cavalry Regiment, 1st CAV DIV (06/03/2000 - 05/16/2002) - Battalion Executive Officer**

Fort Hood, Texas United States

Supervisor: COL Roger McDonald III

Pay Grade: MAJ

Chief of Staff and second in command of a 760-man Mechanized Infantry Battalion with equipment valued in excess of \$80,000,000. Directed the activities of 17 staff officers and five company executive officers. Coordinated and managed all battalion staff activities. Supervised the Battalion maintenance management and materiel readiness programs; supply and logistical support programs; administrative support programs; intelligence collection and analysis programs; Health Service Support programs; and Risk Management programs.

- Recognized as one of the top two majors in the brigade

### **Education**

College/University

Kansas State University (08/19/1999 - 05/12/2000)

Manhattan, Kansas

United States

Degree: Master of Science - Major: Adult, Occupational, and Continuing Education

GPA: 4.00 Semester Hours: 36

College/University

United States Military Academy (07/01/1983 - 05/27/1987)

West Point, New York

United States

Degree: Bachelor of Science - Major: Military History Studies

GPA: 2.89 Semester Hours: 154

### **Additional Information**

Security Clearance: Top Secret/SCI. 17 January 2017

Continuing Education for Senior Leaders 25 May 2018

Supervisor Development Course 20 March 2014

Equivalency credit for CES Advanced Course 9 October 2008

Contracting Officer's Representative Training 21 August 2008

Command and General Staff Officer Course completed 02 June 2000.

Combined Arms and Services Staff School completed 16 December 1993

Infantry Office Advanced Course 09 April 1992