



*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 May 7, 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 05-18-03: Participation of the Tonganoxie Fire Department as part of the Leavenworth County Task Force for mutual aid throughout the State of Kansas for emergencies to include wildfires.
- b) Resolution 05-18-04: Authorizing the execution of a Real Estate Contract of Sale between the City of Tonganoxie (Buyer) and the Tongie 5, LLC (Seller), for the purchase of a 2 acre site for the new Library at approximately 304 Shawnee St.
- c) Resolution 05-18-05: Authorizing the execution of an Economic Development Agreement between the City of Tonganoxie and the Tongie 5, LLC for the balance of the property not purchased for the Library project at 304 Shawnee St.
- d) Ordinance 1443: Amending the General Business District Zoning Ordinance to allow for self-storage units with a Special Use Permit.
- e) Tonganoxie Days funding request
- f) City Manager Agenda
 - 1. April Financial report
- g) City Attorney Agenda
- h) Mayor Pro Tem Agenda
- i) City Council Agenda

j) Mayor Agenda

1. Consideration of Planning Commissioner applications

VII. Information & Communications (No Action Required)

VIII. Adjourn

CITY COUNCIL MEETING DRAFT MINUTES

May 7, 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, Ms. Stevens, Mr. Bennett, and Mr. Oroke. City Manager George Brajkovic, Assistant City Manager Dan Porter, Police Chief Jeff Brandau, and City Attorney Shannon Marcano were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

II. APPROVAL OF MINUTES – REGULAR MEETING DATED APRIL 16, 2018

- Ms. Reed made a motion to approve the minutes from the April 16, 2018 City Council meeting.
- Mr. Bennett 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. 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.

- Mayor Ward requested that agenda comments related to items VI. a, b and c wait until that portion of the agenda to make their public comment.
- No other members of the public signed up to address the City Council in open agenda.
- Mayor Ward closed the open agenda portion of the agenda.

V. OLD BUSINESS

- a) Police Department - Presentation of award from American Automobile Association (AAA) of Kansas
- Police Chief Jeff Brandau introduced Bob Hamilton, who presented the City of Tonganoxie Police Department with the AAA Kansas Gold Award for Community Traffic Safety. Mr. Hamilton also outlined the numerous initiatives by the City which impacted the level of award received.

VI. NEW BUSINESS

a) Resolution 05-18-01: Findings of Fact related to Rezoning Certain Property in the City of Tonganoxie, Kansas from R-R to GBD

- Mr. Brajkovic introduced items VI. a, b, and c. as associated with the RV Resort project. He explained that the presentation for the three items would be combined, though each required separate actions as outlined in the agenda statements. He also noted that valid protest petitions were received for both the proposed rezoning and special use permit items.
- Abby Newsham, of City Planning consultant Gould-Evans, delivered a staff presentation to the City Council outlining the background of the project, details on the property associated with these items, the elements of the staff recommendation approved for consideration of the City Council by the Planning Commission in April 2018, and the next steps should the Council take action to approve all three items.
- Chris Armer, of Hoefer Wysocki, delivered a presentation representing the applicant.
- Mr. Himpel asked how many units were proposed for the RV Resort.
- Mr. Armer responded that the applicant anticipated 496 units at this point.
- Mr. Bennett asked if the applicant has experience in this type of development.
- Mr. Armer responded that there was some experience with this sort of development within the group.
- Mr. Himpel asked if there were wells known to be located on the property.
- Mr. Armer responded that there were not any wells the applicant is aware of.
- Todd Luckman, of Stumbo Hanson LLP, spoke on behalf of Rural Water District #9. He noted the Water District would like to request additional considerations be added to the staff recommendations included in the ordinance for the special use permit associated with water source protection.
- Larry Demoss, 20241 State Ave, spoke in opposition to the project.
- Patti Woodhead, 20441 State Ave, spoke in opposition to the project.
- Doug Woodhead, 20441 State Ave, spoke in opposition to the project.
- Howie Brewington, 20260 Parallel Road, spoke in opposition to the project.
- Jim Cunningham, 20029 State Avenue, spoke in opposition to the project.
- Mr. Himpel asked whether the zoning change on the project would stand alone without the completion of the RV Resort.
- Ms. Marcano responded that the rezoning would remain in effect and allow the uses permitted in the zoning district, but that submitted projects for a specific use would be required to complete the site plan process administered through the Planning Commission.
- Ms. Stevens questioned whether the view along the highway would be impacted beyond the commercial development adjoining the highway.
- Mr. Oroke made additional comments on the project.
- Ms. Marcano outlined the impact of the protest petitions on the
- Mr. Luckman commented that he interpreted the state statute associated with the protest petition as requiring a $\frac{3}{4}$ majority vote of the governing body, which would include the Mayor in his interpretation.
- Ms. Marcano informed that while the Mayor does not vote except in the case of a tie, before advising the City Council on procedure she would like to do additional research on the matter of whether governing body would be defined in the City as including the Mayor or only the Council members.
- Mayor Ward initiated a 10 minute recess at 8:15 PM.

...

- Mayor Ward called the meeting to order at 8:25 PM.
- Ms. Marcano offered a staff opinion that in this case, a ¾ majority vote was required of the governing body, defined as the City Council members and the Mayor. Thus, the Council members would vote and all 5 aye votes would be required to approve an item with a valid protest petition.
- Mayor Ward addressed item VI. f. and noted that he would like to cover this item in order to allow applicant representatives to complete their business with the Council.
- Mr. Brajkovic introduced the item and explained that the item included a revised final development plan with a realignment of the building and that it was addressed at the Planning Commission meeting held on May 3 without notable concerns.
- **Ms. Stevens made a motion to approve Ordinance No. 1442, approving a Revised Final Development Plan for Lot 5 of the Tonganoxie Business Park.**
- **Ms. Reed seconded.**
- **Vote of all ayes, motion carried.**

- Mayor Ward resumed discussion tied to the RV Resort items on the agenda.
- Mayor Ward commented on the considerations he takes into account when evaluating applications like the RV Resort.
- **Mr. Himpel made a motion to approve Resolution 05-18-01, adopting the findings of fact and conclusions as the basis for a decision to approve the rezoning of certain property filed by KCRVR LLC.**
- **Mr. Oroke seconded.**
- **Roll Call Vote of all ayes, motion carried.**

- b) Ordinance 1439: Amending the “Zoning Ordinance and Subdivision Regulations” of the City of Tonganoxie, Kansas, 2003, by Rezoning Certain Property in the City of Tonganoxie, Kansas from R-Rural to GBD
- Mayor Ward moved forward on the agenda to item VI. b.
- **Mr. Himpel made a motion to approve Ordinance No. 1439, amending the Zoning Ordinance and Subdivision Regulations of the City of Tonganoxie, Kansas, 2003, by rezoning certain property in the City of Tonganoxie, Kansas generally described as north of State Ave (Hwy 24/40) and east of future 206th St. from “R-R” – R-Rural Zoning District to “GBD” – General Business Zoning District, subject to the staff recommendations and zoning consideration included in the Planning Staff Report from the May 3, 2018 Planning Commission Meeting.**
- **Mr. Oroke seconded.**
- **Roll Call Vote of all ayes, motion carried.**

- c) Ordinance 1440: Granting a Special Use Permit For a RV-Resort to Certain Property in the City of Tonganoxie, Kansas
- **Ms. Stevens made a motion to approve Ordinance 1440 including the staff recommendations, along with several additional considerations requested from the Rural Water District #9.**
- **Ms. Stevens withdrew her motion.**
- **Mr. Himpel made a motion to approve Ordinance No. 1440, accepting the Planning Commission’s recommendation to approve a special use permit for an RV Resort in the R-R zoning district subject to the conditions provided by staff, along with additional conditions that all property within the special use permit be connected to public water & sewer infrastructure and that any wells located on the property be plugged by a professionally licensed company.**
- **Mr. Bennett seconded.**

- Ms. Marcano noted that while any adjustment to the staff recommendation by City Council is permitted when making a motion, it would be prudent to confirm whether the applicant is amenable to the changes to the motion.
- Mr. Armer confirmed that the applicant would be amenable to the additional conditions to the approval of the Special Use Permit.
- Alice Demoss, 20241 State Ave, spoke in opposition to the project.
- Ms. Reed noted that she is amenable to and welcomes any input she receives on a project.
- Ms. Stevens commented that she also has been contacted by people in support of the item.
- **Roll Call Vote of all ayes, motion carried.**
- Mr. Himpel noted that he has studied this project in detail and believes there are multiple future opportunities for safeguards to be applied to the project.
- Mayor Ward initiated a 5 minute recess at 8:58 PM.
- ...
- Mayor Ward resumed the meeting at 9:03 PM.

d) Resolution 05-18-02: Findings of Fact related to Rezoning Certain Property in the City of Tonganoxie, Kansas from R-R to GBD

- Mr. Brajkovic introduced items VI. d and e as related items tied to the Casey's development project, specifically the proposed rezoning impacts the 1.3 acres recently annexed into the City limits.
- Jeff Laubach, of SBB Engineering, addressed the Council representing the applicant.
- **Mr. Himpel made a motion to approve Resolution 05-18-02, adopting the findings of fact and conclusions as the basis for a decision to approve the rezoning of certain property filed by Casey's Retail Company.**
- **Mr. Reed seconded.**
- **Vote of all ayes, motion carried.**

e) Ordinance 1441: Amending the "Zoning Ordinance and Subdivision Regulations" of the City of Tonganoxie, Kansas, 2003, by Rezoning Certain Property in the City of Tonganoxie, Kansas from R-R to GBD

- **Mr. Himpel made a motion to approve Ordinance No. 1441, amending the Zoning Ordinance and Subdivision Regulations of the City of Tonganoxie, Kansas, 2003, by rezoning certain property in the City of Tonganoxie, Kansas generally described as generally located on the west side of West St. (Hwy 24/40) and between 5th & 6th Streets, more commonly known as 500 West St. from "R-R" – R-Rural Zoning District to "GBD" – General Business Zoning District, subject to the staff recommendations and zoning consideration included in the Planning Staff Report from the April 5, 2018 Planning Commission meeting.**
- **Mr. Oroke seconded.**
- **Vote of all ayes, motion carried.**

f) Ordinance 1442: Approval of Revised Final Development Plan, Lot 5 of Tonganoxie Business Park (this item was considered and acted upon under item VI. a. on the agenda)

- g) Consider authorization of Temporary Cereal Malt Beverage (CMB) license for the Abdallah Shrine Rodeo Event
- **Ms. Reed made a motion to authorize the temporary CMB application for Abdallah Shrine Rodeo for consumption on the Leavenworth County Fairgrounds premises.**
- **Mr. Oroke seconded.**
- Ms. Marcano confirmed she had an opportunity to review the application materials.

- **Vote of all ayes, motion carried.**

- h) Consider approval of health insurance agreement with Blue Cross Blue Shield of Kansas for 2018-2019
 - Mr. Porter presented information on the renewal of the City's health insurance agreement with Blue Cross Blue Shield of Kansas for the 2018-2019 plan year.
 - **Mr. Himpel made a motion to approve the City's agreement with Blue Cross Blue Shield of Kansas for the 2018-2019 plan year**
 - **Ms. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- i) Consider approval of dental insurance agreement with Delta Dental of Kansas, Inc. for 2018-2019
 - Mr. Porter presented information on the renewal of the City's dental insurance agreement with Delta Dental of Kansas, Inc. for the 2018-2019 plan year.
 - **Ms. Reed made a motion to approve the City's agreement with Delta Dental of Kansas, Inc. for the 2018-2019 plan year**
 - **Ms. Stevens seconded.**
 - **Vote of all ayes, motion carried.**

- j) City Manager Agenda
 1. 2019 Budget Calendar
 - Mr. Brajkovic outlined the proposed budget calendar for the City Council, which will complete by at least August 25.

 2. City Council Chambers Security Update
 - Mr. Porter described the recent changes in state statute in terms of the permitted level of security for open carry and concealed carry of firearms. He noted that there is no official ordinance or resolution requested from the City Council, instead this is intended as a conversation about the preferences of the Council which will be reflected in the signage posted to the City Council Chambers.
 - Mayor Ward commented that based on the elevated level of passionate discussion at public meetings he supports the highest level of security available and would be interested to hear more in the 2019 budget discussions about the potential to screen for both open and concealed carry.
 - Ms. Reed agreed that the security of the audience and legislative body are important in highly emotional settings like public meetings.
 - Chief Brandau noted that he thought it worth investigating to determine whether detector wands would suffice as a metal detector staffed by armed personnel as required by state statute for public entrances for buildings not permitting concealed carry.

- k) City Attorney Agenda

- l) Mayor Pro Tem Agenda

- m) City Council Agenda

- n) Mayor Agenda

VII. INFORMATION & COMMUNICATIONS (NO ACTION REQUIRED)

VIII. ADJOURN

- Ms. Reed made a motion to adjourn the meeting.
- Mr. Himpel seconded the motion.
- Vote of all ayes, motion carried.
- Meeting adjourned at 9:42 p.m.

Respectfully submitted,



Dan Porter, Assistant City Manager

DRAFT



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 05/05/2018 - 05/17/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0029	ARROWHEAD SCIENTIFIC, INC.	05/08/2018	Regular	0.00	59.85	44800
0034	AT&T ACCESS TRANSPORT SERVICES	05/08/2018	Regular	0.00	74.49	44801
0064	BOUND TREE MEDICAL, LLC	05/08/2018	Regular	0.00	258.97	44802
0935	BRETT WEDEL	05/08/2018	Regular	0.00	55.24	44803
0110	CODE PUBLISHING INC	05/08/2018	Regular	0.00	275.40	44804
0111	COLEMAN EQUIPMENT INC	05/08/2018	Regular	0.00	34.85	44805
0136	DELTA DENTAL PLAN OF KANSAS,IN	05/08/2018	Regular	0.00	1,982.83	44806
0147	DOLLAR GENERAL	05/08/2018	Regular	0.00	52.25	44807
0159	ELECTROLIFE BATTERY INC	05/08/2018	Regular	0.00	47.46	44808
0211	GILMORE & BELL	05/08/2018	Regular	0.00	18,475.00	44809
0243	HIMPEL LUMBER & BUILDING SUPPL	05/08/2018	Regular	0.00	1,303.58	44810
0250	HONEYCREEK DISPOSAL SERVICE	05/08/2018	Regular	0.00	26,070.25	44811
0251	HOUSE OF APPAREL	05/08/2018	Regular	0.00	162.20	44812
0321	KANSAS DEPARTMENT OF REVENUE	05/08/2018	Regular	0.00	1,846.30	44813
0330	KANSAS GAS SERVICE	05/08/2018	Regular	0.00	230.90	44814
0334	KANSAS MAYORS ASSOCIATION	05/08/2018	Regular	0.00	50.00	44815
0410	LIBERTY NATIONAL	05/08/2018	Regular	0.00	202.53	44816
0857	MIDCONTINENT COMMUNICATIONS	05/08/2018	Regular	0.00	115.07	44817
0491	OLATHE WINWATER WORKS	05/08/2018	Regular	0.00	60.00	44818
0496	ONE CALL CONCEPTS	05/08/2018	Regular	0.00	134.40	44819
0519	POCKET PRESS INC	05/08/2018	Regular	0.00	134.85	44820
0542	QUILL	05/08/2018	Regular	0.00	139.56	44821
0555	RICOH USA, INC.	05/08/2018	Regular	0.00	29.96	44822
0579	SECURITY BENEFIT - 457	05/08/2018	Regular	0.00	4,363.84	44823
0614	T-MOBILE	05/08/2018	Regular	0.00	397.73	44824
0628	TODD'S TIRE LLC	05/08/2018	Regular	0.00	16.00	44825
0642	U S POSTAL SERVICE	05/08/2018	Regular	0.00	1,083.35	44826
0645	UNITED RENTALS, (NORTH AMERICA	05/08/2018	Regular	0.00	314.22	44827
0661	VISION SERVICE PLAN	05/08/2018	Regular	0.00	379.82	44828
0936	WELDER BOB CUSTOM FAB	05/08/2018	Regular	0.00	300.00	44829
0684	WIRENUTS	05/08/2018	Regular	0.00	50.85	44830
0692	ZEP MANUFACTURING COMPANY	05/08/2018	Regular	0.00	878.99	44831
	Void	05/14/2018	Regular	0.00	0.00	44832
	Void	05/14/2018	Regular	0.00	0.00	44833
	Void	05/14/2018	Regular	0.00	0.00	44834
	Void	05/14/2018	Regular	0.00	0.00	44835
	Void	05/14/2018	Regular	0.00	0.00	44836
	Void	05/14/2018	Regular	0.00	0.00	44837
	Void	05/14/2018	Regular	0.00	0.00	44838
	Void	05/14/2018	Regular	0.00	0.00	44839
	Void	05/14/2018	Regular	0.00	0.00	44840
	Void	05/14/2018	Regular	0.00	0.00	44841
	Void	05/14/2018	Regular	0.00	0.00	44842
	Void	05/14/2018	Regular	0.00	0.00	44843
	Void	05/14/2018	Regular	0.00	0.00	44844
	Void	05/14/2018	Regular	0.00	0.00	44845
	Void	05/14/2018	Regular	0.00	0.00	44846
	Void	05/14/2018	Regular	0.00	0.00	44847
	Void	05/14/2018	Regular	0.00	0.00	44848
	Void	05/14/2018	Regular	0.00	0.00	44849
	Void	05/14/2018	Regular	0.00	0.00	44850
	Void	05/14/2018	Regular	0.00	0.00	44851
	Void	05/14/2018	Regular	0.00	0.00	44852
	Void	05/14/2018	Regular	0.00	0.00	44853

My Check Report

Date Range: 05/05/2018 - 05/17/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	05/14/2018	Regular	0.00	0.00	44854
	Void	05/14/2018	Regular	0.00	0.00	44855
	Void	05/14/2018	Regular	0.00	0.00	44856
	Void	05/14/2018	Regular	0.00	0.00	44857
	Void	05/14/2018	Regular	0.00	0.00	44858
	Void	05/14/2018	Regular	0.00	0.00	44859
	Void	05/14/2018	Regular	0.00	0.00	44860
	Void	05/14/2018	Regular	0.00	0.00	44861
0006	ACE PIPE CLEANING INC	05/14/2018	Regular	0.00	1,119.25	44862
0015	ALL SEASONS CAR WASH	05/14/2018	Regular	0.00	120.21	44863
0913	AMINO BROTHERS CO. INC.	05/14/2018	Regular	0.00	203,897.60	44864
0937	ARROWHEAD FORENSICS	05/14/2018	Regular	0.00	59.85	44865
0749	BROADVOICE	05/14/2018	Regular	0.00	139.55	44866
0113	COMMERCIAL AQUATIC SERVICES	05/14/2018	Regular	0.00	6,786.17	44867
0179	FBI-LEEDA	05/14/2018	Regular	0.00	650.00	44868
0205	GALL'S LLC	05/14/2018	Regular	0.00	59.99	44869
0206	GAMBINO'S PIZZA	05/14/2018	Regular	0.00	45.00	44870
0225	HAMM INC	05/14/2018	Regular	0.00	343.38	44871
0312	KANSAS CITY PETERBILT	05/14/2018	Regular	0.00	150.00	44872
0330	KANSAS GAS SERVICE	05/14/2018	Regular	0.00	629.72	44873
0757	KC CLEAN	05/14/2018	Regular	0.00	240.00	44874
0381	LADD SERVICE COMPANY	05/14/2018	Regular	0.00	10.99	44875
0391	LAWRENCE JOURNAL WORLD	05/14/2018	Regular	0.00	302.35	44876
0392	LAWRENCE LANDSCAPE, INC.	05/14/2018	Regular	0.00	55.00	44877
0857	MIDCONTINENT COMMUNICATIONS	05/14/2018	Regular	0.00	340.42	44878
0478	NEBRASKA FURNITURE MART	05/14/2018	Regular	0.00	37.74	44879
0484	NORTHERN SAFETY CO	05/14/2018	Regular	0.00	470.87	44880
0491	OLATHE WINWATER WORKS	05/14/2018	Regular	0.00	1,397.32	44881
0500	OREILLY AUTO PARTS	05/14/2018	Regular	0.00	173.80	44882
0503	PACE ANALYTICAL SERVICES INC	05/14/2018	Regular	0.00	908.00	44883
0509	PETTY CASH	05/14/2018	Regular	0.00	300.00	44884
0522	POLYDYNE INC	05/14/2018	Regular	0.00	1,741.50	44885
0548	RECORDNEWS	05/14/2018	Regular	0.00	1,518.25	44886
0589	SMITH & LOVELESS INC	05/14/2018	Regular	0.00	701.99	44887
0628	TODD'S TIRE LLC	05/14/2018	Regular	0.00	16.00	44888
0671	WESTAR ENERGY	05/14/2018	Regular	0.00	12,223.46	44889
0692	ZEP MANUFACTURING COMPANY	05/14/2018	Regular	0.00	251.99	44890

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	61	0.00	294,271.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	30	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	70	91	0.00	294,271.14

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	61	0.00	294,271.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	30	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	70	91	0.00	294,271.14

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	5/2018	294,271.14
			294,271.14

RESOLUTION NO. 05-18-03

**A RESOLUTION SUPPORTING THE ESTABLISHMENT OF THE
LEAVENWORTH COUNTY TASK FORCE FOR MUTUAL AID
THROUGHOUT THE STATE OF KANSAS FOR FIRE SUPPRESSION**

WHEREAS, The State of Kansas State Fire Marshal's Office and the Kansas Fire Chiefs Association acting according to the authority of section KSA 19-3608, have determined the need of fire resources throughout Kansas from recent wildfires, and that the fire departments in Kansas should band together to develop fire resource task forces to assist during the time of need. That a task force from a county shall be organized as but not limited to four brush trucks, one tender and a division supervisor to make an efficient response in Kansas; and,

WHEREAS, the Leavenworth County Fire Mutual Association in Leavenworth County has determined that it would be in the best interest of all fire departments in Leavenworth County to develop a Wild Land Fire or Emergency Response Task Force to assist during Kansas emergencies; and

WHEREAS, to ensure consistency throughout Kansas that Leavenworth County Fire Mutual Aid is requesting participation by Township/City Fire departments within the Leavenworth County; and

WHEREAS, the City of Tonganoxie concurs with this development of a Task Force and that the municipality will be responsible for payroll, insurance and self preparedness of individuals as well as good condition of equipment responding outside of its jurisdiction.

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

Section 1. That the municipality will participate fully in the Kansas Wildland/Emergency Task Force of Kansas through the Kansas State Fire Chiefs Association and the Kansas State Fire Marshal's Office

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

ADOPTED by the Governing Body this 21st day of May, 2018.

SIGNED by the Mayor this 21st day of May, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: May 17, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: **Resolution 05-18-04, authorizing the Purchase of land from Tongie 5, LLC for a new Public Library**

DISCUSSION:

Previous action by the City Council for the construction of a new Public Library include Resolution 12-17-04, adopted on December 18, 2017, authorizing expenses associated with the site acquisition and construction of a new Public Library in an amount not to exceed \$3.75M; Ordinance 1435 and Resolution 03-18-02, passed and adopted on March 19, 2018, authorizing the issuance of General Obligation Sales Tax Bonds with an amount of \$3.75M pledged to the new Public Library.

Subsequently, Staff has negotiated the purchase of 2 acres of the 4.22 acre site at approximately 304 Shawnee St, the former elementary school site, from the ownership group of Tongie 5, LLC. The City obtained a private third party opinion of value from McCord Appraisal, which placed an acquisition value of \$2/sf for the site in downtown Tonganoxie. Additionally, Staff recommends a 12% premium associated with the removal of blight from the property, which resulted in a \$2.24/sf acquisition price of \$195,149.

Also, the acquisition is conditioned upon the Seller providing the following items: ALTA survey and plat of the site, Phase I Environmental Site Assessment, removal of existing asphalt from the site, and a soil compaction/disturbance report from their third party Demolition contractor.

BUDGET IMPACT:

\$195,149 of the \$3.75M bond proceeds allocated for this project.

ACTION NEEDED:

1. Make a motion to adopt Resolution No. 05-18-04, authorizing the execution of a Real Estate Contract of sale between the City of Tonganoxie and the Tongie 5, LLC.

ATTACHMENTS:

Resolution 05-18-04
Real Estate Contract of Sale

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

RESOLUTION NO. 05-18-04

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

WHEREAS, Tongie 5, LLC, and the City of Tonganoxie wish to enter into that certain Real Estate Contract of Sale, attached hereto as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute that certain Real Estate Contract of Sale between 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 21st day of May, 2018.

SIGNED by the Mayor this 21st day of May, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
Real Estate Contract of Sale

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("Contract") is made and entered into as of the date of the signature of the last party to sign this Contract (the "Effective Date") by and between the TONGIE 5, LLC ("Seller") and the CITY OF TONGANOXIE, KANSAS ("City" or the "Buyer").

WITNESSETH:

WHEREAS, the City desires to acquire certain property located at 304 Shawnee Street, Tonganoxie, Kansas (the "Property") for the location and construction of a new Tonganoxie Public Library; and

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

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

ARTICLE I The Property

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

- (a) the approximately 2.0 acres of land described and depicted on Exhibit A (the precise acreage of the land to be confirmed by the final Survey).

ARTICLE II Purchase Price

2.1 Purchase Price. The total purchase price for the Property shall be One Hundred Ninety Five Thousand, One Hundred and Forty Nine Dollars (\$195,149.00) (the "Purchase Price"), which Purchase Price shall be due and payable by the City to the Seller by wire transfer.

ARTICLE III Title and Survey

3.1 Title Binder. Within fourteen (14) days after the Effective Date, the Seller shall provide the City with a current Commitment for a standard ALTA Owner's Policy of Title Insurance for the Property ("Title Binder") issued by Kansas Secured Title (the "Title Company"). The Title Binder shall include copies of all documents identified therein as

exceptions to the title. The Title Binder shall describe the Land, name the City as the party to be insured thereunder and commit to insure the City with indefeasible, good and marketable title in the full amount of the Purchase Price. The Title Binder shall list and identify by reference to volume and page, where recorded, all easements, rights-of-way and other instruments or matters affecting title to the Property. The Seller shall pay the cost of the ALTA Owner's Policy at Closing. Any endorsements (which may take the form of affirmative insurance covering, for example, restrictive covenants, encroachments, etc.) the City may desire shall be at the City's cost.

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

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

ARTICLE IV Information, Inspections, Representations and Warranties

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

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

- (b) A list of all contracts or leases affecting the Property and copies of all such leases for contracts of maintenance, service, supply or rental outstanding which affect any portion of the Property or its operation;
- (c) A new survey of the Property;
- (d) A new Phase I Environment Study of the Property;
- (e) A Plat of the Property, which subdivides the Property to reflect the south 2 acres, more or less, to be purchased by the City;
- (f) A new soil compaction and disturbance report from the Seller's third party Demolition Contractor;
- (g) Evidence that all remaining asphalt on the Property has been removed and hauled away from the Property;
- (h) Any other site plans, soil and substrata studies, architectural renderings environmental reports, engineering plans and studies, landscape plans and other plans, diagrams or studies of any kind, if any, in the Seller's possession, which relate to the Property, together with all documents relating or pertaining to all warranties and guaranties of construction; and
- (i) Any information in the Seller's possession regarding any springs, slews, or other site elements that may impact development of the Property.

4.2 Inspections.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
Conditions Precedent to the City's
Obligation to Close

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

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

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

ARTICLE VI
Closing

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

6.2 Events of Closing. At the Closing:

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

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

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

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

(b) The City shall deliver to the Seller the following:

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

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

6.3 Expenses. The Seller shall pay its proportionate share of the proration as set forth in Section 5.4 hereof, the escrow fee charged by the Title Company, the recording fees, the

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

6.4 Prorations. Real property ad valorem taxes and installments of current year special assessments shall be prorated to the Closing, based upon actual days involved. The Seller shall be responsible for all ad valorem taxes or installments of special assessments attributable to any period prior to the Closing. In connection with the proration of real and property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, the proration shall be based upon the tax figures from the preceding year. The Seller shall, on or before the Closing Date, furnish to the City and the Title Company all information necessary to compute the prorations provided for in this Section.

ARTICLE VII Damage to Property and Condemnation

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

ARTICLE VIII Default and Remedies

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

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

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

ARTICLE IX
Interim Responsibilities of the Seller

9.1 The Seller agrees that during the period between the date of this Contract and the Closing Date:

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

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

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

ARTICLE X
Brokerage Commission

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

ARTICLE XI
Miscellaneous

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

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

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

If to Seller: Tongie 5, LLC.
Attn. Kay Soetaert
PO Box 508
Tonganoxie, Kansas 66086

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

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

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

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

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

11.7 Binding Effect. This Contract shall be binding upon and inure to the benefit of the Seller and the City, and their respective successors and assigns. The City may assign its rights under this Contract to an affiliate without the consent of the Seller. Upon acceptance of any assignment by the assignee and the assumption of the City's obligations hereunder, the City

shall be relieved of all duties and obligations hereunder. The Seller shall not assign its interest hereunder without the prior written consent of the City.

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

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

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

TONGIE 5, LLC

_____, 2018

By: _____

THE CITY OF TONGANOXIE, KANSAS

_____, 2018

By: _____

Mayor Jason K. Ward

ATTEST:

City Clerk

EXHIBIT A TO CONTRACT
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B TO CONTRACT
SPECIAL WARRANTY DEED FORM

[Above Space Reserved for Register of Deeds]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is executed as of the date set forth below and is effective as of the ___ day of _____, 20__ (notwithstanding its prior execution), by and between the TONGIE 5, LLC, (the "Grantor") and THE CITY OF TONAGNOXEL, KANSAS ("Grantee").

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

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

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

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

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

TONGIE 5, LLC

_____, 2018

By: _____

Title: _____

STATE OF KANSAS)
) ss:
COUNTY OF LEAVENWORTH)

On _____, 20__, this deed was acknowledged before me by _____, the _____ of the Tongie 5, LLC, on behalf of Tongie 5, LLC.

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

My Commission Expires:

Notary Public

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT B TO SPECIAL WARRANTY DEED

[Permitted Exceptions]

To be established and completed at Closing



Office of the City Manager
AGENDA STATEMENT

DATE: May 17, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: **Resolution 05-18-05, authorizing the Development Agreement for the balance of the site at 304 Shawnee St to attract Senior Housing**

DISCUSSION:

Previous consideration by the Council includes the acquisition of 2 acres of the 4,22 acre site at 304 Shawnee St, the former elementary school, owned by the Tongie 5, LLC. As it is the City's desire to pursue Economic Development, and is specifically interested in a quality Senior Housing Development, Staff is recommending development incentives associated with the balance of the site not used for the Public Library project.

But for the approval, availability and receipt of the City Incentives, it would not be economically feasible for Tongie 5, LLC to develop the property with Senior Housing, therefore Staff suggests applying future credits toward building permits, water hookups, sewer tap fees, and/or other expenses by the city up to \$60,000, specifically for the Tongie 5 to construct a Senior Housing development which contains a minimum of 20 Villa housing units. The cap incentive amount of \$60k would represent about a 50% discount based on the City's current fee structure.

Tongie 5, LLC shall construct the Senior Housing development within 5 years of the effective date of this Agreement. In the event that the Senior Housing development is not constructed within 5 years of the effective date of this Agreement, Tongie 5, for good cause shown, may request that this Agreement be extended for up to an additional 5 years. The City Council may extend this Agreement up to 5 years, for good cause shown, with the adoption of a Resolution approved by the majority of the City Council.

BUDGET IMPACT:

None.

ACTION NEEDED:

1. Make a motion to adopt Resolution No. 05-18-05, authorizing the execution of a Development Agreement between the City of Tonganoxie and the Tongie 5, LLC.

ATTACHMENTS:

Resolution 05-18-05
Development Agreement

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

RESOLUTION 05-18-05

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN TONGIE 5, LLC, AND THE CITY OF TONGANOXIE

WHEREAS, the City of Tonganoxie desires to facilitate and encourage economic development within the City; and

WHEREAS, in furtherance of this public purpose the City recognizes the need to attract housing for seniors age 55 and up to the City; and

WHEREAS, Tongie 5, LLC, owns certain property in the City it wishes to develop as housing for seniors age 55 and up; and

WHEREAS, the City desires to provide city incentives in pursuit of achieving the public purpose of facilitating and encouraging economic development within the City in cooperation with private enterprise, pursuant to that certain Economic Development Agreement between Tongie 5, LLC, and the City of Tonganoxie, 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 Economic Development Agreement 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 21st day of May, 2018.

SIGNED by the Mayor this 21st day of May, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

EXHIBIT A
Economic Development Agreement

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2018 by and between the City of Tonganoxie, Kansas (“**City**“), and Tongie 5, LLC, a Kansas Limited Liability Company (“**Tongie 5**”).

WITNESSETH:

WHEREAS, the City desires to facilitate and encourage economic development within the City; and

WHEREAS, in furtherance of this public purpose the City recognizes the need to attract housing for seniors age 55 and up (“**Senior Housing**”) to the City; and

WHEREAS, Tongie 5 owns certain property (the “**Property**”) in the City it wishes to develop, and the City’s agreements as set forth herein (the “**City Incentives**“) are a material inducement for Tongie 5 to develop the property as Senior Housing, and but for the approval, availability and receipt of the City Incentives, it would not be economically feasible for Tongie 5 to develop the property with Senior Housing, and Tongie 5 would not develop the property with Senior Housing; and

WHEREAS, the City desires to provide such City Incentives, to include, but not limited to, credits toward building permits, water hookups, sewer tap fees, and/or other expenses by the city up to \$60,000, in pursuit of achieving the public purpose of facilitation and encouraging economic development within the City in cooperation with private enterprise, specifically the occupation of the Property with Senior Housing development, which would look to bring private capital investment and bring new residents to the City; and

WHEREAS, pursuant to the City’s home rule powers set out in the Kansas Constitution, Article 12, Section 5 (b), the City has the authority in pursuit of the above-described public purpose to grant such incentives and enter into this Agreement with Tongie 5.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. City Incentives. The City will credit the cost of building permits, water hookups, sewer tap fees and/or other development expenses related to the Senior Housing development, up to \$60,000.
3. Timing of Development. Tongie 5 shall construct the Senior Housing development within 5 years of the effective date of this Agreement. In the event that for the Senior Housing development is not constructed within 5 years of the effective date of this Agreement, Tongie 5, for good cause shown, may request that this Agreement be extended for up to an additional 5 years. The City Council may extend this Agreement up to 5 years, for good cause shown, with the adoption of a resolution approved by the majority of the City Council. In the event Tongie 5 does not construct the Senior Housing development within 5 years of the effective

date of this agreement and within any extension term approved by the City Council, this Agreement shall terminate without notice to Tongie 5.

4. Development. Tongie 5 shall construct a Senior Housing development which contains a minimum of 20 Villa housing units, as described on a Site Plan which shall be approved by the Tonganoxie Planning Commission, along with any other approvals required by the Tonganoxie Zoning Ordinance before the Senior Housing development may be constructed.
5. Assignability. City Incentives are transferable, with the City Council's approval, if Tongie 5 chooses to sell the Property to a proven developer. In order for the City Incentives to transfer, the new development must be a Senior Housing development. If the City Council has not approved the assignment within 45 days after notice is given of assignment, such assignment shall be deemed to be approved.
6. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be effective upon receipt by personal delivery, private overnight courier or mail, if sent to the following addresses and received by the addressees noted:

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

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

If to Seller: Tongie 5, LLC.
Attn. Kay Soetaert
PO Box 508
Tonganoxie, Kansas 66086

Alternatively, all notices, requests, demands and other communications shall also be effective as of three (3) business days after being deposited in the United States mail, certified, return receipt requested, and sent to the address for such party as set forth above. The parties hereto shall have the right, at any time and from time to time during the term of this Agreement, to change their respective addresses for notices by giving the other party hereto written notice thereof.

7. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
8. Captions. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Agreement or the intent of any provision thereof, and shall not be used in construing the meaning of any term or provision of this Agreement.
9. Computation of Time. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays; PROVIDED, HOWEVER, that if the date or last day to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice shall be timely performed if given on the next succeeding day which is not a Saturday, Sunday, state or national holiday.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and contains all the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.
11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, heirs, personal representatives and assigns of the respective parties hereto.
12. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Kansas applicable to contracts made and performed in Kansas.
13. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and without applying a presumption that the term in the Agreement shall be more strictly construed against one party by reason of the rule of construction that the document is to be construed more strictly against the person who himself, or through his agent, prepared the Agreement, it being agreed the representatives of all parties, the parties themselves, or both have reviewed and participated in the preparation of this Agreement.
14. Modifications. Any modification, change or alteration of this Agreement shall not be binding upon any party unless such modification, change or alteration is in writing and signed by each of the parties.
15. Counterparts. This Agreement may be simultaneously executed in more than one counterpart, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first mentioned above.

THE CITY OF TONGANOXIE, KANSAS

_____, 2018

By: _____

Mayor Jason K. Ward

ATTEST:

City Clerk

TONGIE 5, LLC

_____, 2018

By: _____



Office of the City Manager
AGENDA STATEMENT

DATE: May 18, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: **Ordinance 1443 – Text Amendment to the GBD Zoning to allow for self-storage units**

DISCUSSION:

At the May 3rd Planning Commission, the Commission heard a staff report on allowing the use of self-storage units within the General Business District zoning. Currently, self-storage units are allowed only under Industrial zoning, which provides for awkward spot zoning – often times placing minimal Industrial zoning next to residential areas.

After discussion, the Planning Commission strayed from the original Staff opinion in support of allowing self-storage as a secondary use within GBD, and approved a recommendation that would allow this use only with a Special Use Permit, regardless of it being a primary or secondary use.

This is the recommendation coming before the City Council for approval tonight.

BUDGET IMPACT:

None.

ACTION NEEDED:

1. Pass Ordinance 1443, approving a text amendment to the General Business District zoning to allow for the use of self-storage units with a Special Use Permit.

ATTACHMENTS:

Ordinance 1443
Planning Commission Staff Report
Planning Commission Draft Minutes - 5-3-2018

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

ORDINANCE NO. 1433

AN ORDINANCE AMENDING THE TONGANOXIE ZONING CODE TO ALLOW SELF-SERVICE STORAGE IN THE GENERAL BUSINESS DISTRICT

WHEREAS, city staff initiated an application to amend the Tonganoxie Zoning Code to allow self-service storage with a special use permit in the general business district (“GBD”); and

WHEREAS, a public hearing was held by the Tonganoxie Planning Commission on May 3, 2018, and notice of such public hearing was provided in accordance with Kansas state law and the Tonganoxie Zoning Ordinance; and

WHEREAS, on May 3, 2018 the Tonganoxie Planning Commission considered the application and recommended approval of the amendment to the allowed uses in the GBD to add self-service storage with a special use permit; and

WHEREAS, the Planning Commission’s recommendation was presented to the Governing Body at its regularly scheduled meeting on May 21, 2018, for consideration.

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

Section 1: That Section 14 of the Tonganoxie Zoning Code, entitled “GBD General Business District” be amended with the addition of a new Section 14-011 (j) as follows:

140011 (j) Self-Service Storage use is allowed as either a principal use or an accessory use, both with a special use permit.

Section 2: That Exhibit B to the Tonganoxie Zoning Code, entitled Use Groups By Category, be amended to reflect self-service storage is allowed in the GBD with a special use permit as follows:

Section 3: That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Tonganoxie, Kansas as provided by law.

PASSED by the City Council this 21st day of May, 2018.

APPROVED by the Mayor this 21st day of May, 2018.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney



City of Tonganoxie, Kansas

PLANNING STAFF REPORT

Case#: 2018-007A

Date of Report: May 3, 2018

Applicant Name: George Brajkovic

Property Owner Name: NA

Subject Property Address: NA

Application:

Zoning District: GBD – General Business District

Type of Approval Desired: Amendment to the GBD to allow Self-Service Storage

Date of Application: March 8, 2018

Date of Meeting: May 3, 2018

Surrounding Property – Zoning and Use:

Not applicable – the amendment would pertain to all GBD zoned property within the community.

Staff Recommendation:

Recommend approval of the proposed language additions and Use Groups table edits.

ANALYSIS:

The current Zoning Regulations do not allow for the development of “self-service storage” facilities within the commercial districts of the City. These types of uses are often found within commercial and retail districts. In many cases, the impacts, traffic and noise generated from these uses are less than typical commercial or retail uses. While their impacts are often minimal, the design of these facilities can detract from the community character because of their simple, low-cost construction. To allow these facilities within the General Business District and to protect the character of different areas of the community, we would propose that they be allowed as an accessory use, subordinate to the primary commercial use of the site; and as a special use where it may be acceptable as a primary use. The special use permit would allow for site and building design review to ensure its compatibility with the development context in which it is being developed. In all cases, development of Self-Service Storage facilities should meet the design objectives of all section in Article 9 of the Tonganoxie Subdivision Regulations.

Staff Recommendations:

Staff recommends the following amendments to the General Business District (GBD) and the Use Groups Table of the Tonganoxie Zoning Ordinance:

1. The addition of item 14-010 j. to the Development Standards of the GDB Zoning District to state: “Self-Service Storage use is allowed as an accessory use to other principle uses, or it may be allowed as a principal use with a special use permit.”
2. Update the Use Groups Table to identify Self-Service Storage as an allowable use as either an accessory use or allowable under a Special Use Permit, by placing a “X / X(s)” in the table under GBD.



Graham Smith, AICP
Contract City Planner

SECTION 14

“GBD” GENERAL BUSINESS DISTRICT

14-010 PURPOSE

This district is intended for retail trade shall be located along arterial and collector streets and highways within the City. The district provides access for businesses serving the local and regional market. Businesses located in this area are of a higher intensity and require a larger area than those allowed in the HBD District.

14-011 DEVELOPMENT STANDARDS

- a. Loading docks, exterior mechanical equipment and refuse handling shall be at the rear of the site and/or well screened from both the right-of-way and any adjacent residential areas.
- b. No exterior storage of materials or equipment.
- c. All business except for parking and loading/unloading shall be conducted within a completely enclosed building or on an improved (paved) display yard intended for that purpose.
- d. All accessory buildings shall be constructed in a compatible manner and with similar materials as the main structure on the property.
- e. No use of a site shall commence prior to the construction of a main structure.
- f. An 8-foot architectural screen shall be required for all sites where the rear or side property line abuts a residential zone or use. “Best side towards the residential use.” (Amended by Ordinance 1230, 5/29/07)
- g. No temporary storage structures or moveable containers except for Industrial uses. All other uses apply. A temporary permit for industrial uses is required.
- h. Placement of fixtures required in connection with a designated patio or courtyard eating area adjacent to a restaurant shall be allowed.
- i. All commercial and industrial uses shall be of sound structural quality, be maintained in good repair, have a clean and neat appearance, and land adjacent shall be kept free from debris, weeds and trash. If the business or industry is not maintained as described and the Codes Enforcement Officer deems them a public safety hazard or nuisance, they shall be fined and given notice to correct the nuisance within 30 days.

Use Groups Table – Self-Service Storage

APPENDIX B – USE GROUPS BY CATEGORY

CATEGORY	DEFINITION	USES	R-R	R-E	R-SF	R-I	R-MF1	R-MF2	R-MF3	MHP	PUD-R	HBD	LBD	GBD	PUD-C	ILT	IMD	IH	Com. Plan
Self-Service Storage	Providing separate storage areas for individual or business uses.	Storage units/building(s)														X	X		
Trades Contractors, Large Scale	Sites for service contractors including storage yards for equipment and supplies	General trades contractor w/equipment yard; Freight yard; general contractor services														X	X	X	
Vehicle/Equipment Repair, Industrial	Large scale facilities providing repair services for large or oversized vehicles and equipment.	Large scale equipment or machinery/repair shops, Fleet service shops, Farm or construction equipment repair															X		
Warehouse	Storage of goods or merchandise for sale	Warehouse, Mini warehouse, Storage business														X	X		
Freight Transfer	Temporary storage and movement of goods or merchandise in transit, usually on a large scale	Cartage or transport depot; Freight handling; Cold storage locker plant															X		
Wholesale Sales	Firms involved in the sale, lease, or rental of products primarily intended for industrial, institutional, or commercial businesses.	Alcoholic Beverages; Groceries; Manufactured goods distributors															X		
OTHER			X	X	X	X	X	X			X	X	X	X	X	X	X	X	
Temporary Uses	Uses established for a limited amount of time that may create a negative impact upon the public well-being.	Food booth/stall for an event; Portable Processing Plant for aggregate production/concrete batching/asphalt production; Construction Office Temporary Housing during construction or repair to home or business; Large-Scale Event; Auction																	
The following uses can only be located in the IH Zoning District and require a Special Use Permit: Disposal of dead animals; Offal reduction; Fat/Oil Rendering Intensive agricultural uses such as feedlots, large-scale production of animals, poultry Fish processing plant Foundry or steel works Hazardous waste disposal Mining, quarrying Detention facilities Salvage Yard, Junk Yard			(s) = Special Use Permit Required																

Appendix B

PLANNING COMMISSION MEETING DRAFT MINUTES

May 3, 2018

7:00 p.m. Regular Meeting



CALL TO ORDER

- Chairman Morgan opened the meeting at 7:00 p.m.
- Roll Call: Planning Commissioners present were Chairman John Morgan, Monica Gee, Jacob Dale, Steve Ashley, and Zach Stoltenberg (joined the meeting on item 2). Patti Gabel was absent. City Manager George Brajkovic, Assistant City Manager Dan Porter, Graham Smith with Gould Evans, and City Attorney Shannon Marcano were also in attendance.

1. APPROVAL OF PC MINUTES – APRIL 5, 2018

- **Ms. Gee made a motion to approve the minutes from January 4, 2018 Planning Commission meetings.**
- **Mr. Dale seconded.**
- **Vote of 3 ayes, 1 abstain (Ashley), 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) UNILOCK FINAL DEVELOPMENT PLAN REVISION

- Graham Smith gave an introductory presentation on the item outlining the key points included in the staff report.
- Mr. Stoltenberg asked what lighting requirements are part of the City's design guidelines.
- Mr. Smith responded that he didn't have the entire detail, but generally lighting isn't permitted to spill over into neighboring properties.
- Mr. Stoltenberg asked if a photometric plan had been completed.
- Harland Russell responded that one had not been completed yet.
- Mr. Ashley raised concerns with road capacity design and areas of aggregate in lieu of paved, dust free surfacing.
- Mr. Russell addressed the Commission and noted that the applicant is planning to pave 1 acre per year. He also mentioned that other plants operated by Unilock use a calcium chloride solution to keep dust levels safe for employees and customers.
- Bob Moser, project manager for Unilock, addressed the Commission and echoed Mr. Russell's comments and restated the company's commitment to a safe environment.
- Mr. Russell described the new proposed layout as superior to the original design.
- **Ms. Gee made a motion to approve the revised final development plan for Unilock.**
- **Mr. Stoltenberg seconded the motion.**

- **Vote of all ayes, motion carried.**
- Mr. Brajkovic commented that staff will strive to add this development plan to the City Council agenda for May 7.

b) PUBLIC HEARING – TEXT AMENDMENTS TO ZONING REGULATIONS SECTION 14 & APPENDIX A-USE GROUPS BY CATEGORY

- Mr. Smith gave an introductory presentation on the item outlining the key points included in the staff report. He noted that GBD zoning makes sense for self-service storage facilities as a secondary use and with a special use permit for a primary use in that zoning district. These changes would require an update to the Use Table in Appendix A of the Zoning Regulations.
- Chairman Morgan opened the public hearing at 7:25 PM.
- No members of the public requested to speak in favor or against the proposed text amendments.
- Chairman Morgan closed the public hearing at 7:26 PM.
- Chairman Morgan asked if there were examples of communities taking a similar approach.
- Mr. Smith responded that generally most cities permit the use in a commercial district similar to GBD in the City of Tonganoxie.
- Mr. Dale expressed support for the amendments as stated in the staff recommendation, citing the appropriate level of scrutiny applied to projects based on intensity of the use being proposed.
- Mr. Stoltenberg commented on his concerns tied to sufficient control of the developments and design approach, resulting in the wish to amend the staff recommendation to include requiring a Special Use Permit for accessory and primary uses.
- Mr. Ashley raised concerns including safety for surrounding residents and businesses.
- Mr. Smith noted that the Article 9 standards would still be applied to the projects, even if a special use permit was not required.
- Mr. Dale reiterated that he did not feel that the City lacks any necessary control by following the staff recommendation approach.
- **Mr. Dale moved to approve the proposed language additions and Use Groups table edits included in the staff recommendation.**
- **Ms. Gee seconded.**
- **Vote of 2 aye and 3 nay, motion fails.**
- **Mr. Stoltenberg moved to approve the proposed language additions included in the staff recommendation, along with revisions to the Use Groups table requiring a Special Use Permit to be obtained for both primary and secondary uses within the zoning district (amendment to staff recommendation).**
- **Mr. Ashley seconded.**
- Ms. Marcano noted that the burden on an applicant is greater in the case of a Special Use Permit, which requires both notification and a public hearing.
- **Vote of all ayes, motion passed.**
- Mr. Brajkovic noted that the City Council recently requested the input and recommendation of the Planning Commission on the applications received for a vacancy on the Planning Commission. Three applications were received for the position during the period to accept applications which recently concluded. He mentioned that staff would relay the recommendation to the City Council for consideration in the appointment process.

- Chairman Morgan complimented the quality of all three applicants and noted that a short time to review applications would be useful in providing feedback to the City Council.
- Chairman Morgan issued a 5 minute recess at 7:55 PM.
- ...
- Chairman Morgan brought the meeting to order at 8:00 PM.
- Chairman Morgan praised the experience of applicant Kevin Harris.
- Ms. Gee concurred with Chairman Morgan.
- Mr. Stoltenberg noted that Jean Martin and Kevin Harris are the two applicants he would recommend to the City Council.
- Mr. Ashley noted that the top application to him was Kevin Harris, though the other two are admirable as well.
- Mr. Dale agreed that Kevin Harris was his top choice, though all three were impressive.
- Mr. Brajkovic thanked the commissioners for their input and promised to deliver it to the City Council at a future meeting.

4. OLD BUSINESS

- No items.

5. GENERAL INFORMATION

a) MARCH HOMEBUILDERS ASSOCIATION PERMIT STATISTICS

- Chairman Morgan noted the inclusion of the building permit data in the agenda packet.

b) MARCH MARKET RESEARCH STATISTICS

- No Market Research statistics were available at the time of the meeting.

6. ADJOURN

- **Mr. Dale, made a motion to adjourn the meeting.**
- **Ms. Gee seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:10 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



Office of the City Manager
AGENDA STATEMENT

DATE: May 18, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: **Planning Commission Applicants**

DISCUSSION:

On 04/04/18, Steve Gumm notified Staff that he would no longer be able to serve in his role as a planning Commissioner. Subsequently, Staff provided Notice to individuals interested in serving the remaining term on Mr. Gumm's appointment.

We received three applications/resumes: Kevin Harris, David Coffman, and Jean Martin. At the May 3rd Planning Commission, the Commission reviewed and discussed all three applicants, and forwarded a recommendation of Kevin Harris, with a note that all three applicants were solid submittals.

We are forwarding all three applicants to the City Council, per previous direction on this item.

BUDGET IMPACT:

None.

ACTION NEEDED:

1. Mayor makes appointment of a single individual to the Planning Commission.

ATTACHMENTS:

Applications/Resumes

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



Office of the City Manager
AGENDA STATEMENT

DATE: May 21, 2018
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: April 2018 Financial Report

DISCUSSION:

As of April 30, or 33% through the fiscal year, the City collected 36% of budgeted revenues in all funds and spent 21% of budgeted expenditures.

Below are further highlights:

General Fund

Revenues

- Overall General Fund revenues are currently tracking at 42% of budget estimates. In April of 2017, General Fund revenues were tracking at 40% of budget estimates.
- Total sales tax revenue collected in the General Fund through April adds up to \$142,637, or 32% of budget estimates. Sales tax collections through April of this year came in about flat with collections through April of 2017.
- Use tax has collected \$35,160 in the General Fund through April. This equals 32% of budget estimates for the year. Collections through April show a 2% increase from what was collected through April of 2017.
- Property tax collection is currently tracking at 54% of budget estimates. No property tax payments were received in April. The next payments will be received in June and October. 53% of property taxes were been collected through April of last year.
- Building permits collected 35% of budget estimates through April.
- Municipal court fines have collected 30% of budget estimates through April. Collections this year total 2% more of budget than the same time last year.
- Franchise fees have collected 35% of budget estimates through April. Collections this year are showing an increase in payments from telephone & gas utilities.

Expenditures

- Overall General Fund expenditures are tracking at 28% of budgeted expenditures as of the end of April. In 2017, General Fund expenditures were tracking at 30% of budgeted expenditures by the end of April.
- As of the end of April, 26% of the personal services budget has been expended in the General Fund, while 31% of contractual services, 17% of commodities, and 8% of capital outlay. None of these categories or overall spending demonstrate concerning trends at this point in the year.
- In contractual services, utility costs are trending on pace with budget at 35% of budget authority.
- The largest costs associated with contractual services are due to increased professional services directly related to development review and other City business activity levels. Overall, professional services are at 41% of budget authority, driven by line items like engineering and legal services. Other line items with current savings include travel/training and automotive maintenance.

Utility Funds

- The Water Operations Fund is tracking at 30% of revenue estimates and 23% of budgeted expenditures. Specifically, water charges collected totaled \$247,267, making up 29% of budget estimates for the year. This is about 6% more than what was collected through April of 2017.

- The Sewer Operations Fund is tracking at 36% of revenue estimates and 25% of budgeted expenditures. Sewer Inspections revenue collected through April represents 39% of budgeted collections, which indicates strong development activity at this point in the year.
- The Sanitation Fund is tracking at 31% of revenue estimates and 35% of budgeted expenditures. The trash rates for 2018 did not increase, but the City has experienced increased levels of participation.

Other Funds

- The Special Highway Fund is tracking at 26% of revenue estimates for the year and 0% of budgeted expenditures. With the onset of warmer summer weather the City's street maintenance projects are beginning to make progress and significant expenditures are anticipated in the next several months in this fund.
- The Capital Projects Fund collected 30% of budget estimates for the year and spent 6% of total budget authority. This fund's main revenue source is the countywide sales and use tax. So far this year, \$161,050 has been collected from this sales and use tax, which is 34% of budget and \$9,090 more than April of 2017.
- The Infrastructure Sales Tax Fund collected 33% of revenue estimates for the year, and collected roughly the same amount as was collected through April of 2017.
- The Water Equipment and Sewer Equipment Reserve funds are performing exceptionally well. The Water Equipment Reserve fund has collected 39% of revenue estimates for the year through April and the Sewer Equipment Reserve Fund has collected 37%. Water Equipment Reserve expenditures of roughly \$12,000 for water meters and other equipment are the only significant expenditures in these funds in 2018. The revenue in these funds comes from water taps and sewer inspections, which are paid on new development when the building permit fee is paid. The strong development activity seen this year is directly impacting the performance of these funds.

cc: George Brajkovic, City Manager
Jeff Brandau, Police Chief
Kent Heskett, Public Works Director
John Zimbelman, Fire Chief



City of Tonganoxie, KS

Revenue Report

Group Summary

For Fiscal: 2018 Period Ending: 04/30/2018

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2867784.00	2,867,784.00	101,205.57	1,202,045.51	-1,665,738.49	41.92 %
210 - Water Operations Fund	1299100.00	1,299,100.00	88,685.93	390,734.89	-908,365.11	30.08 %
220 - Sewer Operations Fund	864000.00	864,000.00	65,162.43	283,181.50	-580,818.50	32.78 %
230 - Sanitation Fund	382000.00	382,000.00	29,398.41	119,298.15	-262,701.85	31.23 %
240 - Storm Water	40000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
310 - Transient Guest Tax	1500.00	1,500.00	350.80	621.01	-878.99	41.40 %
320 - Library Operations	393500.00	393,500.00	3,276.80	203,820.42	-189,679.58	51.80 %
330 - Special Parks	5000.00	5,000.00	0.00	971.90	-4,028.10	19.44 %
340 - Special Highway	357100.00	357,100.00	34,761.33	91,519.31	-265,580.69	25.63 %
350 - Infrastructure Sales Tax	405000.00	405,000.00	32,361.42	133,581.07	-271,418.93	32.98 %
360 - Capital Projects	622000.00	622,000.00	37,519.56	186,049.99	-435,950.01	29.91 %
410 - Fire Equipment Reserve	105000.00	105,000.00	6,733.10	27,364.98	-77,635.02	26.06 %
420 - Police Equipment Reserve	20000.00	20,000.00	952.44	4,323.44	-15,676.56	21.62 %
430 - Sewer Capital Reserve	60000.00	60,000.00	1,375.00	23,375.00	-36,625.00	38.96 %
440 - Water Capital Reserve	46000.00	46,000.00	1,000.00	17,000.00	-29,000.00	36.96 %
450 - Capital Reserve	20000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
500 - Debt, Bond, and Interest	705157.00	705,157.00	0.00	235,179.82	-469,977.18	33.35 %
Report Total:	8,193,141.00	8,193,141.00	402,782.79	2,919,066.99	-5,274,074.01	35.63 %



City of Tonganoxie, KS

Expenditure Report

Group Summary

For Fiscal: 2018 Period Ending: 04/30/2018

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100 - General Fund	2867784.00	2,867,784.00	151,984.57	798,060.85	2,069,723.15	27.83 %
210 - Water Operations Fund	1299100.00	1,299,100.00	46,634.24	300,600.24	998,499.76	23.14 %
220 - Sewer Operations Fund	864000.00	864,000.00	32,284.41	189,218.45	674,781.55	21.90 %
230 - Sanitation Fund	382000.00	382,000.00	35,753.12	133,406.45	248,593.55	34.92 %
240 - Storm Water	20000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
310 - Transient Guest Tax	1500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
320 - Library Operations	393500.00	393,500.00	249.89	194,286.08	199,213.92	49.37 %
330 - Special Parks	5000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
340 - Special Highway	357100.00	357,100.00	0.00	0.00	357,100.00	0.00 %
350 - Infrastructure Sales Tax	405000.00	405,000.00	0.00	0.00	405,000.00	0.00 %
360 - Capital Projects	522000.00	522,000.00	0.00	33,128.83	488,871.17	6.35 %
410 - Fire Equipment Reserve	105000.00	105,000.00	0.00	55,119.73	49,880.27	52.49 %
420 - Police Equipment Reserve	25000.00	25,000.00	0.00	2,343.00	22,657.00	9.37 %
430 - Sewer Capital Reserve	135000.00	135,000.00	0.00	1,750.00	133,250.00	1.30 %
440 - Water Capital Reserve	95000.00	95,000.00	1,575.50	12,018.68	82,981.32	12.65 %
450 - Capital Reserve	20000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
500 - Debt, Bond, and Interest	745269.00	745,269.00	0.00	32,209.55	713,059.45	4.32 %
Report Total:	8,242,253.00	8,242,253.00	268,481.73	1,752,141.86	6,490,111.14	21.26 %



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	498,796.37	1,202,045.51	798,060.85	902,781.03
210 - Water Operations Fund	373,363.16	390,734.89	300,600.24	463,497.81
220 - Sewer Operations Fund	301,505.76	283,181.50	189,218.45	395,468.81
230 - Sanitation Fund	122,123.82	119,298.15	133,406.45	108,015.52
240 - Storm Water	0.00	0.00	0.00	0.00
310 - Transient Guest Tax	2,243.18	621.01	0.00	2,864.19
320 - Library Operations	3,786.34	203,820.42	194,286.08	13,320.68
330 - Special Parks	13,692.79	971.90	0.00	14,664.69
340 - Special Highway	291,450.62	91,519.31	0.00	382,969.93
350 - Infrastructure Sales Tax	110,804.29	133,581.07	0.00	244,385.36
360 - Capital Projects	353,746.07	186,049.99	33,128.83	506,667.23
410 - Fire Equipment Reserve	114,646.87	27,364.98	55,119.73	86,892.12
420 - Police Equipment Reserve	33,618.40	4,323.44	2,343.00	35,598.84
430 - Sewer Capital Reserve	300,263.16	23,375.00	1,750.00	321,888.16
440 - Water Capital Reserve	266,769.57	17,000.00	12,018.68	271,750.89
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	151,546.38	235,179.82	32,209.55	354,516.65
Report Total:	2,939,271.81	2,919,066.99	1,752,141.86	4,106,196.94

Planning Commission Applications

Applicants	Address
Coffman, David	529 E 6TH ST.
Martin, Jean	210 Grace St
Harris, Kevin	1729 Finch Drive



Boards and Committees Application

City of Tonganoxie

Submitted On:

April 25th, 2018 @ 7:58pm

Name (First and Last)	David Coffman
Upload File(s) - Letter of Interest and Resume	https://cdn.filestackcontent.com/A1JnexyATOyxAgbWlu1o
grp_q8Pclz	529 E 6TH ST. Tonganoxie KS 66086
Email	coffmandavid@msn.com
Phone Number	913 915-0453
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	I work at City union mission. I am a Planning and Projects specialist working under the Director of Facilities. I prepare estimates for facility repairs. I work with contractors on bigger jobs and doing the smaller jobs myself.
What Board/Committee would you like to serve on?	Planning Commission
Why do you wish to serve on this board?	I Would like to help develop Tonganoxie into one of the leading,growing towns in Kansas.
What other Tonganoxie boards and committees have you served on?	I currently have not served on any boards or committees but look forward to.
Is this an application for a reappointment to a board you currently serve on?	No
Describe any work or volunteer experience that is related to the function of this board or committee.	While serving as a deacon we planned and built 2 churches. Worked overseas several times building churches and assisting in the building process.We have run Dave's Home Repair and remodeling for 20 years where I was the estimator,remodelor,finance manager...basically the owner operator. I prepared the bids,managed the finances and did a lot of the work.
Select your highest education completed.	Associate Degree
Other information or comments	I believe I have common sense and good judgement on planning and project priorities for towns like Tonganoxie.

DAVID COFFMAN

529 E. 6th Street □ Tonganoxie, Kansas 66086
coffmandavid@msn.com □ 913-915-0453 (c)

Weapons Manufacture / Assembly □ ***Transport Fabrication*** □ ***Small Business Ownership***

Goal-oriented group leader with a track record of professional success with a Fortune 100 company and as a small business owner. Demonstrated extensive mechanical maintenance, manufacturing, and assembly expertise on sensitive Federal Government contracts. Detail-oriented, self-employed general contractor with experience in electrical, plumbing, windows, siding, structural repairs, and total bathroom renovations.

AREAS OF EXPERTISE

- | | | |
|--|--|---|
| <input type="checkbox"/> Held SECRET Clearance | <input type="checkbox"/> Effective Training | <input type="checkbox"/> Project Development and Management |
| <input type="checkbox"/> ISO 9001 | <input type="checkbox"/> Total Quality Leadership II | <input type="checkbox"/> Geometric Dimensioning and Tolerance |
| <input type="checkbox"/> Hydraulic and Pneumatic Equipment Operation | <input type="checkbox"/> Root Cause and Corrective Action | <input type="checkbox"/> Air Brake System Installation |
| <input type="checkbox"/> Milling | <input type="checkbox"/> Surface Mount Certified - Annual Solder Certification | <input type="checkbox"/> Real Estate Agent Experience |
| <input type="checkbox"/> Sheet Metal Shearing, Cutting, and Installing | <input type="checkbox"/> Painting with Sprayer & Respirator | |
| <input type="checkbox"/> Trained Meeting Facilitator | <input type="checkbox"/> Mechanical and Electrical Testing | |

PROFESSIONAL EXPERIENCE

HONEYWELL FEDERAL MANUFACTURING AND TECHNOLOGIES (FM&T), Kansas City, Missouri, 1/1979 – 5/2017

Assembler Adjuster Special Precision, 1/1979 – 1995

Trained in plastics and machine moldings. During initial training, received math, blueprint reading, true positioning, and dimension training. Transferred to Electronics immediately after training was complete. Learned electronics assembly and pattern circuit boards and assisted supervisor in developing computer training materials. Soldered and assembled circuit boards. Later worked as a Plastics Fabricator and in mechanical assembly. Did final assembly and testing of complex mechanical and miniature electrical components. Used computers and test equipment to analyze and test assemblies. Operated a centrifuge to assure components functioned under stress. Actively involved entire career with manufacture of non-nuclear components of nuclear weapons.

Selected Contributions:

- Required SECRET Federal Security Clearance
- Positions held within Bendix, Allied Signal, and Honeywell FM&T via acquisitions

Transport Fabricator, 1995 – 2011

Built new and refurbished used multimillion-dollar transporters for National Nuclear Security Administration and Department of Energy missions. Member of the first team of six hired for a new 40-person department. Responsible for setting up the department and its Health Safety & Environment library, establishing tools needed, organizing a tool room, and setting up the department layout. Manufactured trailers working from a bare frame to a fully functional, \$3.5 million transporter. Refurbished and modernized older trailers by installing sheet metal skins and electronic components and modifying parts for installation. Completed full brake jobs and extensive computer testing, which was regularly inspected to verify all aspects of the work. For several years as part of a

Continued...

two-person team, was fully responsible for airless painting with a sprayer. Worked for two years upgrading electrical systems and antennas in vans.

Selected Contribution:

- Honeywell FM&T received the 2009 Malcolm Baldrige National Quality Award for Manufacturing from the President of the United States

Assembler Adjuster Special Precision, 2011 – 5/2017

Moved departments after Transport Fabrication department closed. Assembled, soldered, and tested complex electrical and mechanical assemblies and components. Work was similar to that completed from 1979-1995.

Selected Contribution:

- Union Representative — completed four 40-hour Employee Assistance Program (EAP) courses, which equipped representatives to assist workers and families. Topics included suicide prevention, intervention, assessment, and directed care for those struggling with alcohol or drug abuse, finances, stress, violence, and depression. Utilized these crucial skills assisting workers in need during a plant-wide strike.

COFFMAN REMODELING AND RENTAL, Kansas City, Kansas, 2002 – Present

Owner and General Contractor

Organized electrical, plumbing, installing dry wall, and tiling remodeling work. In charge of acquiring all materials and personally led or completed installation. Responsible for financial management of the company: processed long- and short-term loans, responsible for rent collection. As a property manager, wrote advertisements, met clients, and executed rental contracts. Completed extensive bathroom remodels including complete tear outs and rebuilds with tile. One example of success was a remodel for a client; work included renovation of two bathrooms, deck staining, rot repair, and exterior painting. Renovations added \$25,000 value to the home.

Selected Contribution:

- Trained real estate agent—twice held licenses

EDUCATION AND TRAINING

Associate of Arts

JOHNSON COUNTY COMMUNITY COLLEGE – Overland Park, Kansas

Automotive Technology Studies

JOE HERNDON AREA VOCATIONAL TECHNICAL SCHOOL – Raytown, Missouri

Counseling and Biblical Studies

CALVARY BIBLE COLLEGE – Belton, Missouri

Conservation Studies

NORTHEAST MISSOURI STATE UNIVERSITY – Kirksville, Missouri

COMMUNITY INVOLVEMENT

- Served several terms as deacon and one term as president of deacons in 600-person church
- Two-time high school wrestling team captain, recognized as most advanced wrestler
- Avid athlete—completed a marathon to celebrate 50th birthday
- Cycled across Kansas in four days for 55th birthday and raised funds for a church in Colombia
- Traveled to Mali to help build a church and to Russia for missions work through church

➤ Traveled to Chile as a youth leader and worked on a water infrastructure project



Boards and Committees Application

City of Tonganoxie

Submitted On:

April 26th, 2018 @ 5:05pm

Name (First and Last)	Jean Martin
Upload File(s) - Letter of Interest and Resume	https://seam.ly/eSy5NJze
grp_q8Pclz	210 Grace St Tonganoxie KS 66086
Email	jeanmartin19@yahoo.com
Phone Number	913-370-6140
Are you a registered voter?	Yes
Do you live within the city limits of Tonganoxie?	Yes
Where do you work? Please include your job title and a brief description of your job duties and responsibilities.	just moved back to kansas from Iowa and I am in the process of finding employment here.
What Board/Committee would you like to serve on?	Planning Commission Infrastructure Committee Recreation Commission City Council
Why do you wish to serve on this board?	I am looking to become part of the community and be involved with the different areas of it. I am very interested in getting involved.
What other Tonganoxie boards and committees have you served on?	I have not served on any in Tonganoxie. I was volunteering on a few in Iowa.
Is this an application for a reappointment to a board you currently serve on?	No
Describe any work or volunteer experience that is related to the function of this board or committee.	I was on the promotions committee in Colfax Iowa and also the Planning committee. I also volunteered at the American Legion Auxiliary.
Select your highest education completed.	High School
Other information or comments	

Jean Martin

Account Manager, Data Entry, Customer Service

Kansas City, KS 66109

jeanmartin19@yahoo.com

913-370-6140

Client-focused Sales Representative with 8+ years of providing solutions to customers. Solid understanding of the [systems and program areas]. Top producing sales professional. Dynamic communicator who consistently exceeds goals and company expectations.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Account Manager, Data Entry, Customer Service

SKC Communications

December 2012 to May 2014

Duties: Invoicing for current customer orders, and past due accounts. Collecting for accounts with the amounts of \$50,000. Issuing credits for returned equipment. Scanning, electronic filing, Filing, Sorting

Clerk/ Customer Service- Multi-line

Superior Toyota

January 2006 to September 2009

Switchboard, bank deposits, office, filing

Duties: Processing all bank deposits, helping with Title completion. Warranty issues

Customer Service Rep/ Loan

New Century Credit Union

January 2003 to January 2006

Customer Service, teller, loan processing Money Orders, Check orders Qualifications: Several years of customer service, call center, inbound and outbound, data entry, filing, 10 key by touch, Switchboard, Training experience, general office. I have Invoicing, Accounts Receivable, and Accounts Payable experience.

Education

Business

Turner High School

1985 to 1987

Skills

Microsoft office, Customer Service, Problem solving, Team Leading and Building (10+ years)



Boards and Committees Application

Submitted On:

City of Tonganoxie

Name (First and Last) KEVIN D. HARRIS

Address 1729 FINCH DR.
TONGANOXIE, KS 66686

Email MY55WILLYS@SBCGLOBAL.NET

Phone Number 913-369-8702

Are you a registered voter? YES

Do you live within the city limits of Tonganoxie? YES

Where do you work? Please include your job title and a brief description of your job duties and responsibilities. CITY OF LAWRENCE, TRAFFIC OPERATIONS/PROJECT INSPECTOR
INSPECT INSTALLATION OF TRAFFIC SIGNALS, PAVEMENT MARKINGS, SIGNAGE, RIGHT OF WAY, FIBER OPTIC INSTALLATION, TRAFFIC CONST. ZONES, ASPHALT & CONCRETE ROADWAYS

What Board/Committee would you like to serve on? CITY COUNCIL PLANNING & ZONING COMM.

Why do you wish to serve on this board? I ENJOY PLAN REVIEWS, AND WOULD ENJOY MAKING SURE WHAT IS DEVELOPED/BUILT IN OUR CITY IS CORRECT AND OF HIGH STANDARDS.

What other Tonganoxie boards and committees have you served on? NONE

Is this an application for a reappointment to a board you currently serve on? NO

Describe any work or volunteer experience that is related to the function of this board or committee. WITH THE CITY OF LAWRENCE, AND PREVIOUSLY WITH THE CITY OF OVERLAND PARK, ROUTINELY DID PLAN REVIEWS ON A MYRIAD OF PROJECTS.

Select your highest education completed. SOME COLLEGE

Other information or comments

I HAVE BEEN IN CONSTRUCTION FOR 40 YEARS. I'M A RETIRED NAVY SEABEE OF 22 YEARS. I ASSISTED IN BUILDING SEVERAL HOMES IN TONGANOXIE UNTIL 2005. AS AN INSPECTOR FOR OVERLAND PARK, LEAD INSPECTOR FOR SOCCER COMPLEX, WIDENING OF QUIVIRA ROAD FROM 4 LANES TO 6 LANES, SEVERAL EROSION CONTROL PROJECTS WITH THE CITY OF LAWRENCE, INSPECTOR OF MILL & OVERLAY PROGRAM; INSPECTOR OF ALL SIGNAL INSTALLATION; NEW & REPLACEMENT; STREETLIGHTING, PAVEMENT MARKINGS.