



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

Honorable Jason K. Ward, Mayor
Council Members

Rocky Himpel

Curtis Oroke

Lisa Patterson

Loralee Stevens

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated December 2, 2019

III. Consent Agenda

- a) Review bill payments

IV. Open Agenda

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

V. Old Business

- a) Ordinance 1479: Prohibition of Parking on Unimproved Surfaces

VI. New Business

- a) Public Hearing Regarding 2019 Budget Amendment to the Sanitation Fund
- b) Consider Approval of 2019 Budget Amendment to the Sanitation Fund
- c) Public Hearing – Schoolyard Townhomes RHID District & Development Agreement
- d) Ordinance 1480: Schoolyard Townhomes RHID District Adoption
- e) Acceptance of Public Dedications – Schoolyard Townhomes Final Plat
- f) Consider Approval of Memorandum of Understanding with USD 464 Regarding Referral of School Based Behaviors to Law Enforcement
- g) Consider Approval of CMB Applications
- h) Resolution 12-19-02: 2019 Certification of Metes and Bounds
- i) City Manager Agenda
 - 1. Urgent Needs Grant Update
 - 2. Library Project Update
 - 3. November Financial Report
- j) City Attorney Agenda
- k) Mayor Pro Tem Agenda
 - 1. Proclamation in Recognition of Public Service by Mayor Jason K. Ward
- l) City Council Agenda

m) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting Minutes
December 2, 2019
7:00 PM Meeting

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

- Mayor Ward opened the meeting at 7:00 p.m.
- Roll Call: Mayor Ward, Mayor Pro Tem Himpel, Ms. Stevens, Ms. Patterson, and Mr. Oroke were present. City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, and Police Chief Greg Lawson were also in attendance.
- Mayor Ward led the Pledge of Allegiance.

II. Approval of Minutes – Regular meeting dated November 18, 2019

- **Ms. Patterson made a motion to approve the minutes from the November 18, 2019 City Council meeting.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

a) Review bill payments

- Mr. Oroke asked staff to provide a more detailed breakdown of the subcategories of payments made to BG Consultants that are combined into a single item in the check report.
- **Ms. Stevens made a motion to approve the consent agenda.**
- **Ms. Patterson seconded the motion.**
- **Vote of all ayes, motion carried.**

IV. Open Agenda

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

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

V. Old Business

a) Consideration of Parking on Unimproved Surfaces Policy

- Mr. Brajkovic introduced the item and delivered a presentation on the draft policy assembled by staff, including a summary of the City Council's related discussion in the most recent meeting.
- Mr. Oroke shared that he felt it was important to allow due process but not let cases sit unresolved for long periods of time without consequence for the violation.
- Mr. Himpel noted the importance of the definition of vehicle in an ordinance, with emphasis on farm vehicles such as tractors, grain trucks, etc being parked on unimproved surfaces on residential property.
- Mr. Brajkovic responded that with the way the draft ordinance was written, those items would be prohibited on unimproved surfaces.
- Mr. Himpel explained that he would like more options for those situations, such as allowing exemptions for such vehicles.
- Mayor Ward stated that those issues may be able to be addressed in the definitions, rather than by offering exemptions.
- Mr. Brajkovic asked for comments on parking in the rear yard.

- Ms. Patterson stated that she still had concerns that permitting any parking on unimproved surfaces would still not protect storm water and other forms of infrastructure from damage.
- Ms. Stevens stated that she felt that personal property rights might be more important to some people in the community than appearance of residential yards, and that the prohibition of parking on unimproved surfaces entirely seemed like an overreach.
- Mr. Brajkovic explained that under the draft policy parking in backyards would still require screening if residents parked there without an improved surface.
- Mr. Oroke commented that the requirement for vehicles to be operable will hopefully help reduce junk vehicles.
- Ms. Patterson commented that she saw this ordinance as a way to protect infrastructure and prevent hazards.
- Mr. Brajkovic offered further options for the draft ordinance and asked for guidance and comments related to parking in rear yards off alleys and unimproved surfaces for the crafting of an ordinance.
- **Mr. Himpel made a motion to direct staff to fashion an ordinance to prohibit parking on unimproved surfaces without exception.**
- **Ms. Patterson seconded the motion.**
- **Vote of 3-1 (no: Stevens), motion carried.**

VI. New Business

a) Resolution 12-19-01: Approval of 2020 Court Services Contract with the City of Leavenworth

- Mr. Brajkovic introduced the item.
- Mr. Porter shared that the 2020 General Fund budget fully anticipated the cost of this service provision and that the increase from the cost of the same service in 2019 was largely due to the conversion of a part time support position to full time and conversion of procedures using paper into a software digital product.
- **Ms. Patterson made a motion to approve Resolution 12-19-01: Approval of 2020 Court Services Contract with the City of Leavenworth, for an amount not to exceed \$24,793.65.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

b) Consider Applicants for City Council Vacancy

- Mr. Brajkovic provided a summary of the discussion at the previous City Council meeting regarding how to fill Mr. Bennett's vacated position on the City Council.
- Mayor Ward commented that he would like the people who will be working with the person filling the vacancy to have a voice in the selection, so he would prefer the selection of an appointment to be made on January 6, 2020 following the swearing in of a new Mayor and Council Member.
- **Ms. Patterson made a motion to direct staff to end the application period for the City Council vacancy on December 27, 2019 and bring the consideration of the vacancy on January 6, 2020.**
- **Ms. Stevens seconded the motion.**
- **Vote of 3-2 (no: Himpel, Oroke), motion carried.**

c) Review Memorandum of Understanding with USD 464 Regarding Referral of School Based Behaviors to Law Enforcement

- Chief Lawson introduced the item.
- Ms. Patterson asked how this change would be communicated to students and parents.
- Chief Lawson shared that the school may make notifications or reminders and that the City will use social media to share communications on the subject, but that parents and most students are likely already aware that they need to follow driving regulations on school property.
- Ms. Patterson asked what will occur if this agreement isn't in place.
- Chief Lawson commented that the successful prosecution of any citations issued on school property, which is considered private property, would be less predictable.

- Ms. Patterson asked if this agreement necessitated signage standards on school property.
- Chief Lawson offered that the main intent of the MOU is to allow the SRO to enforce safety issues like STEP seatbelt campaigns, which doesn't depend on signage.
- Mr. Himpel shared that he would prefer to have an opportunity to speak more with Chief Lawson about the MOU, and asked if the item could be delayed until a future meeting.
- Chief Lawson commented that he would be glad to speak with Mr. Himpel about any concerns he might have and that he would submit the item on a future agenda for consideration.

d) City Manager Agenda

1. Urgent Needs Grant Update

- Mr. Brajkovic stated that the Urgent Need Grant construction will be underway soon following a necessary delay at the direction of the Kansas Department of Commerce for an environmental review comment period.

2. Library Project Update

- Mr. Brajkovic provided an update on the status of the Tonganoxie Public Library construction project.

e) City Attorney Agenda

f) Mayor Pro Tem Agenda

g) City Council Agenda

- Ms. Patterson shared that she wouldn't be able to attend the December 16, 2019 City Council meeting.

h) Mayor Agenda

- Mayor Ward shared that the Mayor's Tree Lighting Event on November 23, 2019 went very well and that it was always one of his most enjoyable parts of his role as Mayor. He thanked the many volunteers who dedicated their
- Mr. Porter delivered a presentation with photos of the Mayor's Tree Lighting Event.

VII. Information & Communications (No Action Required)

VIII. Adjourn

- **Ms. Patterson made a motion to adjourn the meeting.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:20 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



City of Tonganoxie, KS

Date Range: 11/27/2019 - 12/12/2019

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|--|--------------|--------------|-----------------|----------------|--------|
| Bank Code: AP Bank-AP Bank | | | | | | |
| 0115 | CONRAD FIRE EQUIPMENT, INC. | 12/06/2019 | Regular | 0 | 4982.08 | 47004 |
| 0579 | SECURITY BENEFIT - 457 | 11/27/2019 | Regular | 0 | 3380.23 | 46997 |
| 0189 | FIRST STATE BANK & TRUST | 12/06/2019 | Regular | 0 | 2781.23 | 47010 |
| 0671 | Evergy | 11/27/2019 | Regular | 0 | 2618.17 | 46982 |
| 0136 | DELTA DENTAL PLAN OF KANSAS,IN | 12/06/2019 | Regular | 0 | 2570.74 | 47005 |
| 1119 | G Works | 12/06/2019 | Regular | 0 | 2348.83 | 47011 |
| 0602 | SPINNAKER WEB DESIGN & HOSTING | 12/06/2019 | Regular | 0 | 1800 | 47023 |
| 0495 | OMNI-SITE | 11/27/2019 | Regular | 0 | 1771.62 | 46993 |
| 1117 | Xtreme Truck & Auto | 12/06/2019 | Regular | 0 | 1760 | 47028 |
| 0240 | HF SCIENTIFIC, INC. | 11/27/2019 | Regular | 0 | 1617.24 | 46985 |
| 0555 | RICOH USA, INC. | 11/27/2019 | Regular | 0 | 1482.69 | 46996 |
| 0001 | 911 CUSTOM | 12/06/2019 | Regular | 0 | 1249.8 | 46999 |
| 0185 | FERRELLGAS | 12/06/2019 | Regular | 0 | 1194.06 | 47009 |
| 0642 | USPS | 12/06/2019 | Regular | 0 | 1082.5 | 47025 |
| 0491 | OLATHE WINWATER WORKS | 11/27/2019 | Regular | 0 | 1028 | 46992 |
| 0938 | E2 EMBROIDERY & SCREEN PRINTING | 12/06/2019 | Regular | 0 | 892 | 47006 |
| 0548 | RECORDNEWS | 11/27/2019 | Regular | 0 | 806.55 | 46995 |
| 0025 | APAC-KANSAS, INC | 11/27/2019 | Regular | 0 | 774.1 | 46980 |
| 1120 | Leavenworth County Mutual Fire Association | 12/06/2019 | Regular | 0 | 750 | 47016 |
| 0224 | HAMM QUARRIES & LANDFILL | 11/27/2019 | Regular | 0 | 728 | 46984 |
| 0330 | KANSAS GAS SERVICE | 12/06/2019 | Regular | 0 | 683.11 | 47014 |
| 0959 | OFFICE OF THE KANSAS STATE TREASURER | 12/06/2019 | Regular | 0 | 654.5 | 47019 |
| 0249 | HONEYBEE SEPTIC SERVICE | 11/27/2019 | Regular | 0 | 645 | 46986 |
| 1116 | Leo on Guard LLC | 11/27/2019 | Regular | 0 | 625 | 46990 |
| 1086 | Safariland, LLC | 12/06/2019 | Regular | 0 | 606.36 | 47021 |
| 0596 | GEOFF SONNTAG | 12/06/2019 | Regular | 0 | 600 | 47012 |
| 0677 | WILLIAM PRAY | 12/06/2019 | Regular | 0 | 600 | 47027 |
| 1118 | Absolute Comfort Technologies, INC | 12/06/2019 | Regular | 0 | 589.23 | 47000 |
| 0243 | HIMPEL LUMBER & BUILDING SUPPL | 12/06/2019 | Regular | 0 | 575.23 | 47013 |
| 0107 | CLIFTON DEMOSS JR | 12/06/2019 | Regular | 0 | 470 | 47002 |
| 0614 | T-MOBILE | 12/06/2019 | Regular | 0 | 462.14 | 47024 |
| 0503 | PACE ANALYTICAL SERVICES INC | 11/27/2019 | Regular | 0 | 451 | 46994 |
| 0348 | KBI | 12/06/2019 | Regular | 0 | 400 | 47015 |
| 0656 | VERIZON WIRELESS | 11/27/2019 | Regular | 0 | 396.28 | 46998 |
| 0661 | VISION SERVICE PLAN | 12/06/2019 | Regular | 0 | 385.77 | 47026 |
| 0124 | CROFT RENTAL CENTER | 11/27/2019 | Regular | 0 | 373.84 | 46981 |
| 0110 | CODE PUBLISHING INC | 12/06/2019 | Regular | 0 | 277.5 | 47003 |
| 0732 | METLIFE - GROUP BENEFITS | 11/27/2019 | Regular | 0 | 219.41 | 46991 |
| 0410 | LIBERTY NATIONAL | 12/06/2019 | Regular | 0 | 206.42 | 47017 |
| 1021 | Katherine Kelly | 11/27/2019 | Regular | 0 | 200 | 46987 |
| 0166 | EMERGENCY REPORTING | 12/06/2019 | Regular | 0 | 181.33 | 47007 |
| 0362 | KIMBALL MIDWEST | 11/27/2019 | Regular | 0 | 179.05 | 46988 |
| 0595 | SOMERS HOLDINGS, LLC | 12/06/2019 | Regular | 0 | 158.17 | 47022 |
| 0857 | MIDCONTINENT COMMUNICATIONS | 12/06/2019 | Regular | 0 | 116.15 | 47018 |
| 0034 | AT&T ACCESS TRANSPORT SERVICES | 12/06/2019 | Regular | 0 | 74.49 | 47001 |
| 0203 | G.W. VAN KEPPEL CO. | 11/27/2019 | Regular | 0 | 55.71 | 46983 |
| 1028 | Active 911 | 11/27/2019 | Regular | 0 | 39 | 46979 |
| 0555 | RICOH USA, INC. | 12/06/2019 | Regular | 0 | 29.96 | 47020 |
| 0671 | Evergy | 12/06/2019 | Regular | 0 | 23.64 | 47008 |
| 1115 | Leavenworth County Solid Waste | 11/27/2019 | Regular | 0 | 23 | 46989 |

Bank Code AP Bank Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---------------------|--------------------------|--------------------------|-----------------|------------------|
| Regular Checks | 66 | 50 | 0.00 | 45,919.13 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 66 | 50 | 0.00 | 45,919.13 |

All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|------------------|------------------|----------|-----------|
| Regular Checks | 66 | 50 | 0.00 | 45,919.13 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| | 66 | 50 | 0.00 | 45,919.13 |

Fund Summary

| Fund | Name | Period | Amount |
|------|----------------------|---------|----------|
| 998 | Gen Fund-Pooled Cash | 11/2019 | 17413.89 |
| 998 | Gen Fund-Pooled Cash | 12/2019 | 28505.24 |
| | | | <hr/> |
| | | | 45919.13 |



Office of the City Manager
AGENDA STATEMENT

DATE: December 16, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consideration of Parking on Unimproved Surfaces Policy

DISCUSSION:

After discussions during the 08/19/2019, 09/03/2019, 11/18/2019, and 12/02/2019 City Council meetings the City Council directed staff to reinstate the currently repealed Code of Ordinances for the City of Tonganoxie, Chapter XIV. Traffic, Article 2, Local Traffic Regulations, Section 14-206 "Parking on Unimproved Surfaces," which prohibits parking on unimproved surfaces in residential areas.

Additional discussion focused on:

- Surface parking limited to front yard and rear yard
- Side yard parking prohibited because of interference with set-back requirements
- Front yard parking limited to no more than 67% of front yard area
- Rear yard parking limited to no more than 30% of rear yard area
- Any newly created improved parking area must be in compliance with the City's Zoning Code, Section 20, Off street Parking and Loading regulations
- An acceptable improved parking surface shall be solid and uniform in area, and shall comprise an area slightly larger than the vehicle parked on it.

BUDGET IMPACT:

None.

ACTION NEEDED:

Pass Ordinance 1479 adopting the change to the Code of Ordinances City of Tonganoxie, Chapter XIV. Traffic, Article 2 "Local Traffic Regulations," Section 14-206 "Parking on Unimproved Surfaces."

ATTACHMENT:

Ordinance 1479

cc: Dan Porter, Assistant City Manager
Anna Krstulic, City Attorney

ORDINANCE NO. 1479

AN ORDINANCE RELATING TO PARKING ON UNIMPROVED SURFACES; AMENDING AND REPEALING EXISTING SECTION 14-206 OF THE CODE OF THE CITY OF TONGANOXIE, KANSAS.

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

SECTION 1. Existing Section 14-206 of the Code of the City of Tonganoxie, Kansas (the "Code") is hereby amended to read as follows:

14-206. Parking on Unimproved Surfaces.

(a) Definitions. As used in this section:

“Building line” means a line parallel or approximately parallel to the street line and beyond which buildings or fences may not be erected.

“Corner lot” means a residential property located at the intersection or confluence of two or more streets such that public street rights-of-way are directly adjacent to at least two contiguous sides of the lot.

“Driveway” means the primary improved or unimproved parking surface which provides egress and ingress from a garage, carport or off-street parking area to an adjacent street or alley.

“Front yard” means the area from the front face of a residential structure to the front property line or street right-of-way line or, when a structure does not exist, the area from the front building line to the front property line or street right-of-way.

“Improved parking surface” means an area used for the parking or storage of vehicles that is overlaid or otherwise paved with concrete, asphalt, paving stones or other hard surfaced durable material approved by the building official.

“Rear yard” means the area from the rear face of a residential structure to the rear property line.

“Side yard” means the area from the side of a residential structure to the side property line.

“Vehicle” means every device in, upon or by which any person or property is or may be transported or drawn or moved upon a street, highway, waterway or airway and shall include any automobile, bus, truck, tractor, motor house, farm machinery, motorcycles, scooters, mopeds, all-terrain vehicles, boats, aircraft, recreational vehicles, golf carts, go-carts, trailers, fifth wheel trailers, campers, camper shells, wheeled towing frames, semi-tractor trailers, truck beds mounted on chassis and mobile homes. This definition does not include non-motorized bicycles, small engine lawn mowers and devices of similar scale.

(b) Regulations.

- (1) Parking on unimproved surfaces is prohibited. A person commits an offense if, upon a residential single-family, duplex or townhouse lot or tract:
 - a. The person causes, permits or allows the parking or storage of any vehicle in the front yard upon any surface other than an improved parking surface.
 - b. The person causes, permits or allows the parking or storage of any vehicle in the side yard.
 - c. The person causes, permits or allows the parking or storage of any vehicle in the rear yard upon any surface other than an improved parking surface.
 - (2) No driveway or improved parking surface shall cover more than 67 percent of a front yard, and/or more than 30 percent of a rear yard. Driveways and improved parking surfaces are strictly prohibited in the side yard.
 - (3) Any newly created improved parking surface shall be in conformance with the City's Zoning Code, Section 20 (Off-Street Parking and Loading Regulations).
 - (4) An acceptable improved parking surface shall be solid and uniform in area, and shall comprise an area slightly larger than the vehicle parked on it.
- (c) Maintenance. All improved parking surfaces shall be maintained in a good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the improved parking surface or of an adjoining property.
- (d) Penalty. Violation of this section is a misdemeanor punishable by a fine in an amount not to exceed \$500.

SECTION 2. Existing Section 14-206 of the Code is hereby repealed.

SECTION 3. This Ordinance shall take effect after its passage and publication as provided by law.

[Remainder of page intentionally left blank; signature page follows.]

PASSED by the Governing Body and **APPROVED** by the Mayor this 16th day of December, 2019.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: December 16, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Budget Amendment to Sanitation Fund

DISCUSSION:

In monthly financial reports for the past several months staff described the likely requirement for a budget amendment in one or more utility funds. An amendment to the Sanitation Fund is needed due in part to an increase in revenue and the associated remittance of charges to the City's sanitation services vendor Honey Creek based on the approval of a contract extension & rate increase approved in August 2019.

The following amendment has been published in accordance with legal requirements for revisions to the annual budget of one or more funds. Following the conclusion of a public hearing, staff request that the City Council consider approval of the budget amendment with the motion included in the Recommendation below.

Sanitation Fund

| | |
|---|-----------|
| Current 2019 Expenditures Budget | \$376,796 |
| Proposed Amended 2019 Expenditures Budget | \$399,000 |
| Projected Year-End Revenues | \$372,222 |
| Projected Year-End Expenditures | \$388,957 |
| Projected Year-End Fund Balance | \$92,815 |
| Projected Fund Balance as a % of revenues | 25% |

RECOMMENDATION

Make a motion to amend the 2019 Sanitation Fund budget as presented and published.

ATTACHMENTS

Notice of Public Hearing for Amending the 2019 Budget
Amended Certificate for Calendar Year 2019

**Notice of Budget Hearing for Amending the
2019 Budget**

The governing body of

Tonganoxie

will meet on the day of December 16, 2019 at 7:00 PM at Council Chambers, 321 S. Delaware Street, Tonganoxie, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Tonganoxie City Hall or www.tonganoxie.org and will be available at this hearing.

Summary of Amendments

| Fund | 2019 Adopted Budget | | | 2019 Proposed Amended Expenditures |
|-------------|------------------------|----------------------------------|--------------|--|
| | Actual Tax Rate | Amount of Tax that was Levied | Expenditures | |
| Sanitation | | | 376,796 | 399,000 |
| | | | 0 | 0 |
| | | | 0 | 0 |
| | | | 0 | 0 |
| | | | 0 | 0 |
| | | | 0 | 0 |

Dan Porter

Official Title: Assistant City Manager



Office of the City Manager
AGENDA STATEMENT

DATE: December 16, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Schoolyard Townhomes RHID & Development Plan, Ordinance 1480

DISCUSSION:

As established under K.S.A. 12-5241 et seq, Rural Housing Incentive Districts can be used to offer incentives for otherwise lacking housing product in a qualified community. In May 2017, City staff prepared a Housing Needs Analysis depicted lack of quality housing products in Tonganoxie. On June 5, 2017, the City Council adopted Resolution 16-17-01 which established certain RHID districts within Tonganoxie. On June 9, 2017, the Kansas Secretary of Commerce accepted the Housing Needs Analysis and found that the RHID districts were properly established.

At the November 4, 2019 City Council meeting, Resolution 11-19-01 was adopted which established December 16, 2019 as a Public Hearing date to consider RHID incentives for the Schoolyard Townhomes RHID District.

The Schoolyard Townhomes project is a multi-family residential project, comprised of 2 and 3 bedroom units, and totaling 32 units; located on approximately 2.5 acres, generally located on 2nd St, between Shawnee and Church Streets.

The project is requesting \$350,000 in RHID incentives. The incentive is produced on a pay-as-you-go basis, and staff has negotiated an increment capture schedule as reflected below:

- Year 1-10, 100% increment capture of eligible increment
- Year 11, 80% of eligible increment
- Year 12, 75% of eligible increment
- Year 13, 70% of eligible increment
- Year 14, 65% of eligible increment
- Year 15, 60% of eligible increment

The RHID incentive is “capped” either when the increment reaches \$350,000 in value, or the 15 year term expires, whichever occurs first.

BUDGET IMPACT

Although the project is requesting the consideration of property tax incentives/abatement, there is not an immediate negative impact to the City’s share of property tax revenue. Additionally, the introduction of 32 quality, new construction housing units within the downtown corridor, should provide a positive impact to existing local businesses.

RECOMMENDATION

Pass Ordinance 1480 adopting the Schoolyard Townhomes RHID district and Development Plan.

ATTACHMENTS

Ordinance 1480
Schoolyard Townhomes Development Plan

ORDINANCE NO. 1480

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS ESTABLISHING THE SCHOOLYARD TOWNHOMES RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH.

WHEREAS, the City of Tonganoxie, Kansas (the "City") has the authority to create one or more rural housing incentive districts (each, an "RHID") pursuant to K.S.A. 12-5241 *et seq.*, as amended from time to time (the "RHID Act"), for the purpose of financing public improvements that will support housing in rural areas which experience a shortage of housing; and

WHEREAS, on June 5, 2017, the Governing Body of the City made certain findings related to the need for housing in the City and proposed to establish an RHID pursuant to the RHID Act through the adoption of Resolution No. 06-17-01 (the "RHID Resolution") in accordance with Section 12-5244(a)-(b) of the RHID Act; and

WHEREAS, on June 6, 2017, the City submitted a certified copy of the RHID Resolution to the Secretary of Commerce (the "Secretary") and requested the Secretary to review the RHID Resolution and confirm whether the Secretary agrees with the findings contained therein, as required by Section 12-5244(c) of the RHID Act; and

WHEREAS, on June 9, 2017, the Secretary provided written confirmation to the City that the Secretary agreed with the findings contained within the RHID Resolution for establishment of the RHID; and

WHEREAS, pursuant to Section 12-5245(a) of the RHID Act, the City has caused to be prepared a plan for the development of housing and public facilities (the "Development Plan") within a portion of the proposed RHID to be known as the "Schoolyard Townhomes RHID"; and

WHEREAS, the Development Plan includes:

1. The legal description and map of the proposed Schoolyard Townhomes RHID required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed Schoolyard Townhomes RHID, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed Schoolyard Townhomes RHID;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed Schoolyard Townhomes RHID, and the location thereof;

5. A listing of the names, addresses and specific interests in real estate in the proposed Schoolyard Townhomes RHID of the developer responsible for development of the housing and public facilities in the proposed Schoolyard Townhomes RHID;
6. The contractual assurances that the Governing Body received from such developer, guaranteeing the financial feasibility of specific housing tax incentives projects in the proposed Schoolyard Townhomes RHID; and
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed Schoolyard Townhomes RHID as provided in the RHID Act, showing that the public benefits derived from the proposed Schoolyard Townhomes RHID will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the proposed Schoolyard Townhomes RHID.

WHEREAS, on November 4, 2019, the Governing Body of the City adopted Resolution No. 11-19-01 stating that the Governing Body is considering adopting the proposed Development Plan and designating the proposed Schoolyard Townhomes RHID pursuant to the RHID Act, and providing for notice of a public hearing on December 16, 2019 in the manner required by Section 12-5245(b)-(d) of the RHID Act; and

WHEREAS, the Governing Body held a public hearing on December 16, 2019 at 7:00 p.m., pursuant to Section 12-5246(a) of the RHID Act, at which a representative of the City presented the Development Plan along with the proposed developer, Schoolyard Townhomes, LP, a Missouri limited partnership ("Developer"); and

WHEREAS, upon considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the Schoolyard Townhomes RHID and to adopt the Development Plan pursuant to Section 12-5246(b) of the RHID Act.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted on December 16, 2019 at 7:00 p.m. was made in accordance with the provisions of the RHID Act.

Section 2. Creation of Schoolyard Townhomes RHID. The Schoolyard Townhomes RHID is hereby created within the City in accordance with the provisions of the RHID Act, which shall consist of the real property legally described and depicted on **Exhibit A** attached hereto. The boundaries of the Schoolyard Townhomes RHID do not contain any property not referenced in Resolution No. 11-19-01, which provided notice of public hearing on the creation of the Schoolyard Townhomes RHID and adoption of the Development Plan.

Section 3. Approval of Development Plan. The Governing Body hereby approves the Development Plan (and all attachments, including the Development Agreement) for the development of housing and public facilities in the Schoolyard Townhomes RHID, as presented to the Governing Body at the public hearing. The Mayor is hereby authorized to execute in the name of the City the Development Agreement.

Section 4. Adverse Effect on Other Governmental Units. If, within thirty (30) days following the conclusion of the public hearing on December 16, 2019 at 7:00 p.m., any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of Tonganoxie Unified School District No. 464 (the "School District") determines by resolution that the Schoolyard Townhomes RHID will have an adverse effect on the School District; or
- b. The Board of County Commissioners of Leavenworth County, Kansas (the "County") determines by resolution that the Schoolyard Townhomes RHID will have an adverse effect on the County.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the School District or the County.

Section 5. Reimbursement. The RHID Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Development Plan through the use of property tax increments allocated to the City under provisions of the RHID Act.

Section 6. Further Action. The Mayor, City Clerk, City Manager and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City and publication of a summary of this Ordinance one time in the official City newspaper.

[Remainder of page intentionally left blank; signature page follows.]

PASSED by the Governing Body and **APPROVED** by the Mayor this 16th day of December, 2019.

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF SCHOOLYARD TOWNHOMES RHID

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 7, in the RAILROAD ADDITION to the City of Tonganoxie, Leavenworth County, Kansas, and to include the North 35 feet of vacated 3rd Street, and the vacated alley in said Block 7, all in the City of Tonganoxie, Leavenworth County, Kansas.

Leavenworth County, Kansas Parcel ID Number 052-192-09-0-20-11-001.00-0.



DEVELOPMENT PLAN

SCHOOLYARD TOWNHOMES RURAL HOUSING INCENTIVE DISTRICT IN THE CITY OF TONGANOXIE, KANSAS

November 4, 2019

INTRODUCTION

On June 5, 2017, the Governing Body of the City of Tonganoxie, Kansas (the “City”) adopted Resolution No. 06-17-01 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City (the “RHID”) pursuant to the Kansas Rural Housing Incentive District Act, K.S.A. 12-5241 *et seq.*, as amended (the “RHID Act”).

On June 6, 2017, the City submitted a certified copy of Resolution No. 06-17-01 to the Secretary of Commerce (the “Secretary”) for approval of the establishment of the RHID in the City, as required by Section 12-5244(c) of the RHID Act.

On June 9, 2017, the Secretary provided written confirmation approving the establishment of the RHID.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary for the establishment of a rural housing incentive district, the Governing Body must adopt a plan for the development or redevelopment of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within the City, the City proposes this Development Plan for a portion of the RHID (the "Schoolyard Townhomes RHID") to assist in the development of quality housing within the City.

1. Legal description and map of the Schoolyard Townhomes RHID are attached hereto as **Attachment A**.
2. The existing assessed valuation of all real estate within the Schoolyard Townhomes RHID for 2019 is approximately Ninety-Seven Thousand Eight Hundred Dollars (\$97,800) for the land and Zero Dollars (\$0) for improvements.
3. The name and address of the owner of record for the real estate within the Schoolyard Townhomes RHID is:

TONGIE5 LLC
124 West 1st Street
Tonganoxie, Kansas 66086

4. The housing and public facilities that are proposed to be constructed in the Schoolyard Townhomes RHID include the following (the "Project"):

Housing Facilities

Thirty-two (32) townhomes of multi-family rental housing comprised of six (6) three (3) bedroom units, twenty-six (26) two (2) bedroom units, and a small Leasing Office.

Public Facilities

Public facilities will include the construction of infrastructure improvements that are necessary to support the Project within the boundaries of the Schoolyard Townhomes RHID, including parking, water, sanitary sewer, and electric improvements. The public facilities will be constructed concurrently with the housing facilities.

5. The names, addresses, and specific interests in the real estate in the Schoolyard Townhomes RHID of the developers responsible for the Project (the "Developer") are:

Schoolyard Townhomes, LP
770 E. 5th Street
Kansas City, MO 64106
Interest: Developer of Project, and will acquire property from current owner.

6. The contractual assurances from the Developer guaranteeing the financial feasibility of the Project in the Schoolyard Townhomes RHID are included in the Development Agreement attached hereto as **Attachment C**.

7. Developer has conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the Schoolyard Townhomes RHID, as provided in the RHID Act, that shows the public benefits derived from the Schoolyard Townhomes RHID will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the Project, including the public improvements within the Project. A copy of the analysis is attached hereto as **Attachment B**. The analysis estimates the property tax revenues that will be generated from the Schoolyard Townhomes RHID, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public improvements. The estimates indicate that the revenue realized from the Project, together with other available sources of revenue, will be adequate to pay the costs of the public improvements.

DEVELOPMENT PLAN – ATTACHMENT A

LEGAL DESCRIPTION AND MAP OF SCHOOLYARD TOWNHOMES RHID

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 7, in the RAILROAD ADDITION to the City of Tonganoxie, Leavenworth County, Kansas, and to include the North 35 feet of vacated 3rd Street, and the vacated alley in said Block 7, all in the City of Tonganoxie, Leavenworth County, Kansas.

Leavenworth County, Kansas Parcel ID Number 052-192-09-0-20-11-001.00-0.



DEVELOPMENT PLAN – ATTACHMENT B

| | | | | | | | | |
|--|-----------------------------|--|---------------------------------|----------------|------------|---|--------------------|------------|
| Schoolyard Townhomes | | | | | | | | |
| Estimated RHID Reimbursable Cost | | | \$2,478,000.00 | | | | | |
| Map ID | Parcel ID | Unimproved Acreage | 2019 Value | Property Class | Mill Levy | Tax Amount | Special Assessment | Total Tax |
| 1 | 052-192-09-0-20-11-001.00-0 | 2.49 | \$97,800.00 | 12.00% | 0.149326 | \$1,760.00 | \$0 | \$1,760.00 |
| Total | | 2.49 | \$97,800.00 | 12.00% | 0.149326 | \$1,760.00 | \$0 | \$1,760.00 |
| Improved | Estimated Value Acreage | Estimated Value of Buildings to be Constructed | Income Approach Appraised Value | Property Class | Mill Levy* | Est. Property Tax | | |
| 2.49 | \$97,800.00 | \$5,500,000.00 | \$1,678,817.50 | 12.00% | 0.127826 | \$24,678.60 | | |
| Current Property Tax | | \$1,760.00 | | | | | | |
| Total Property Tax After Improvement | | \$24,678.60 | | | | <i>Using the income approach for assessment</i> | | |
| Tax Increment | | \$22,918.60 | | | | | | |
| 14 Year Total at 1% Growth | | \$342,573.98 | | | | | | |
| *Less 1.5 mills for State and 20 mills for Schools | | | | | | | | |

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

DEVELOPMENT PLAN – ATTACHMENT C

**SCHOOLYARD TOWNHOMES DEVELOPMENT AGREEMENT
December 16, 2019**

THIS SCHOOLYARD TOWNHOMES DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this 16th day of December, 2019 (the “Effective Date”), by and between the **CITY OF TONGANOXIE, KANSAS**, a Kansas municipal corporation (the “City”), and **Schoolyard Townhomes, LP**, a Missouri limited partnership (“Developer”). The City and Developer are referred to collectively herein as the “Parties”.

RECITALS

A. Developer wishes to design, develop, construct and complete a multi-family housing development consisting of thirty-two (32) townhomes, including six (6) three (3) bedroom units, twenty-six (26) two (2) bedroom units, and a small Leasing Office (the “Multi-Family Improvements”), as well as the necessary infrastructure required to support the Multi-Family Improvements (collectively, the “Project”).

B. The Project will be constructed on approximately 2.49 acres of real property owned by Developer and generally located at 304 Shawnee Street, Tonganoxie, Kansas (the “Project Site”), as legally described in **Exhibit A**.

C. The City has the authority to create one or more rural housing incentive districts (each, an “RHID”) pursuant to K.S.A. 12-5241 *et seq.*, as amended from time to time (the “RHID Act”), for the purpose of financing public improvements that will support housing in rural areas which experience a shortage of housing. On June 5, 2017, the Governing Body of the City made certain findings related to the need for housing in the City and approved the creation of an RHID pursuant to the RHID Act through the adoption of Resolution No. 06-17-01 (the “RHID Resolution”). A copy of the RHID Resolution is attached hereto as **Exhibit B**. A legal description of the boundaries of the RHID and map depicting the same are attached to the RHID Resolution.

D. On June 6, 2017, the City submitted a certified copy of the RHID Resolution to the Secretary of Commerce (the “Secretary”) for approval of the establishment of the RHID in the City, as required by Section 12-5244(c) of the RHID Act. On June 9, 2017, the Secretary provided written confirmation approving the establishment of the RHID.

E. The Project Site constitutes a portion of the RHID (the “Schoolyard Townhomes RHID”).

F. On December 16, 2019, the Governing Body of the City held a public hearing in connection with Developer's proposed Development Plan for the Schoolyard Townhomes RHID (the “Development Plan”), pursuant to the RHID Act. The Development Plan provides, among other things, for the collection of the Incremental Property Taxes (as defined in Section 4.2(a)(i)) within the Schoolyard Townhomes RHID to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain RHID Eligible Expenses (as defined in Section 4.2). On December 16, 2019, the Governing Body of the City approved and adopted the Development Plan and established the Schoolyard Townhomes RHID through the adoption of Ordinance No. 1480 (the “Schoolyard Townhomes RHID Ordinance”), pursuant to the RHID Act. The Schoolyard Townhomes RHID Ordinance is attached hereto as **Exhibit C**.

G. Development of the Project should attract new residents to the City and stimulate the economy of the City and surrounding area of Leavenworth County, Kansas through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within the City.

H. The Parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the Parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1. Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

1.2. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;
- (g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.3. Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

1.4. Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

ARTICLE II

THE PROJECT

2.1. Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the City, except as otherwise specifically provided herein.

2.2. Development of the Project Site. Prior to satisfaction of the Closing Conditions set forth in Section 3.1, the Parties hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that the Closing Conditions are satisfied on or before the Drop Dead Date (as defined in Section 3.2), Developer shall then be contractually obligated in this Agreement to construct and complete all of the components of the Project on the Project Site. Developer hereby contemplates that all of the infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and as generally depicted on **Exhibit D** attached hereto (the “Improvements”), shall be developed, constructed, completed, and operated on the Project Site in accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted by the City's Planning Commission or other relevant bodies if any (the “Project Plan”). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree that the “Project” shall include the following:

(a) Multi-Family Improvements: Thirty-two (32) townhomes, including six (6) three (3) bedroom units, twenty-six (26) two (2) bedroom units, and a small Leasing Office;

(b) Infrastructure: Infrastructure improvements, including without limitation, site work and the water, sanitary sewer, storm water, drainage, electric improvements, roads, parking improvements containing the number of spaces required by Applicable Laws and Requirements, landscaping, sidewalks, and curb and gutter necessary to support the Improvements in the Project (the “Infrastructure”); and

(c) Signage: Signage which shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the Governing Body. Developer may develop sign criteria for the entire Project Site.

(d) Developer's development, design and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 5.2).

(e) The Project described in this Section 2.2 shall not be amended or modified without the prior written consent of the City, which consent shall not be unreasonably withheld, and shall be granted or denied in accordance with all Applicable Laws and Requirements.

2.3. Developer's Obligations to Construct and Complete the Project. If and to the extent that the Closing Conditions are satisfied on or before the Drop Dead Date, then subject to the terms and conditions of this Agreement and except as otherwise provided herein, Developer hereby covenants and contractually agrees to fully construct and complete the Improvements as described herein. Except as otherwise provided herein, Developer hereby agrees to complete the Improvements on or before the Completion Date set forth in Section 5.10 below.

ARTICLE III

CONDITIONS

3.1. Closing Conditions. Closing of this Agreement shall be subject to the satisfaction of the following conditions precedent (the "Closing Conditions"):

(a) Financing Plan. Developer shall secure and provide evidence of immediately available private funds which, when added to the RHID Proceeds (as defined in Section 4.2(a)(iii)), are sufficient to complete the Project. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the City Manager in his or her reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are approved by the City;

(b) No Nullification. The Schoolyard Townhomes RHID Ordinance is not nullified as provided in Section 12-5246 of the RHID Act; and

(c) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Project as required by all Applicable Laws and Requirements.

Where approval of the City is required for the various conditions set forth in this Section 3.1, such approval shall be granted or withheld by the City in its reasonable discretion.

3.2. Closing. Closing of this Agreement shall occur upon satisfaction of all of the Closing Conditions set forth in Section 3.1 ("Closing"), but in no event later than March 15, 2020 (the "Drop Dead Date"). In the event that the Closing Conditions set forth in Section 3.1 above are not met or waived on or prior to the Drop Dead Date, then either party hereto shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement, the Parties shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the City to be paid for by Developer pursuant to that certain Funding Agreement dated as of October 25, 2019, as amended, and the provisions of this Agreement, the City shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE IV

FINANCING

4.1. Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as **Exhibit E**, and by this reference made a part hereof. The costs of the Infrastructure for the Project (the “Infrastructure Costs”) will be funded in part by public incentives, including the RHID Proceeds, as well as private equity and debt. Developer, using private equity and debt (the “Private Funds”), will initially advance all of the costs for the design, development and construction of the Project. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain RHID Eligible Expenses from and to the extent of the RHID Proceeds collected during the Term (as defined in Section 6.1).

4.2. RHID. It is contemplated by the parties that the Infrastructure Costs shall be funded in part by RHID Proceeds. Developer has identified certain Infrastructure Costs which may be reimbursed with RHID Proceeds if and to the extent that such Infrastructure Costs are related to hard construction costs for the Infrastructure, located within the Schoolyard Townhomes RHID, identified on **Exhibit E** attached hereto, and eligible for payment or reimbursement pursuant to the RHID Act (the “RHID Eligible Expenses”). In connection with the Schoolyard Townhomes RHID, the parties hereby agree as follows:

(a) Collection of RHID Revenues. For a period of fifteen (15) years from the Effective Date, the City shall collect Incremental Real Property Taxes as set forth below, unless the Schoolyard Townhomes RHID shall be earlier terminated pursuant to the express terms of this Agreement.

(i) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the Schoolyard Townhomes RHID Ordinance, the City hereby agrees that the RHID Eligible Expenses may be financed and reimbursed with Pay-Go RHID Financing (as defined in Section 4.2(b)) from the Incremental Real Property Taxes collected within the Schoolyard Townhomes RHID. Pursuant to the provisions of the RHID Act, including, but not limited to, Section 12-5248(a) of the RHID Act, all real property located within the Schoolyard Townhomes RHID is subject to assessment for annual Real Property Taxes (as defined in Annex 1). Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the County on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the Schoolyard Townhomes RHID. The “Incremental Real Property Taxes” means that amount of Real Property Taxes collected from within the Schoolyard Townhomes RHID that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District. For purposes hereof, the term “Base Year Assessed Valuation” means the assessed valuation of all real properties within the boundaries of the Schoolyard Townhomes RHID on the Effective Date. The Base Year Assessed Valuation of the real property within the Schoolyard Townhomes RHID is Ninety Seven Thousand Eight Hundred Dollars (\$97,800).

(ii) Schoolyard Townhomes RHID Fund. During the existence of the Schoolyard Townhomes RHID, all Incremental Real Property Taxes generated within the Schoolyard Townhomes RHID shall be deposited into a separate fund (the “Schoolyard Townhomes RHID Fund”), which shall be established and administered by the City in compliance with this Agreement and all Applicable Laws and Requirements.

(iii) RHID Proceeds. The revenues received from the Incremental Real Property Taxes, less the Administrative Fee (defined below in Section 4.3(d)), constitute the “RHID Proceeds”. The RHID Proceeds shall be used to pay or reimburse Developer for the RHID Eligible Expenses, subject to the limitations in the RHID Act and provided that none of the RHID Proceeds shall be used to pay for anything but the RHID Eligible Expenses without the prior approval of the City, in its sole discretion. The Parties understand and agree that the RHID Proceeds available to Developer shall be 100% of the RHID Proceeds for ten (10) years from the Effective Date. Thereafter, the City's reimbursements to Developer of RHID Proceeds will decrease each year for the remainder of the Term. Specifically, Developer will receive eighty percent (80%) of the RHID Proceeds in Year 11, seventy-five percent (75%) of the RHID Proceeds in Year 12, seventy percent (70%) of the RHID Proceeds in Year 13, sixty-five percent (65%) of the RHID Proceeds in Year 14, and sixty percent (60%) of the RHID Proceeds in Year 15 of the RHID Collection Period (as defined in Section 4.2(b)(i)).

(b) Pay-Go RHID Financing. Subject to the terms and conditions of this Agreement, the parties hereby agree that the RHID Proceeds shall be disbursed by the City to Developer from the Schoolyard Townhomes RHID Fund on a pay-as-you-go basis (“Pay-Go RHID Financing”) to reimburse Developer for RHID Eligible Expenses, if and to the extent that: (1) there are sufficient RHID Proceeds in the Schoolyard Townhomes RHID Fund; (2) Developer has fully satisfied all of the conditions set forth in Section 4.3, (3) Developer has not already been reimbursed for RHID Eligible Expenses in an amount equal to the RHID Cap (as defined in Section 4.3(b)(ii)), and (4) the Term has not yet expired. The parties further agree as follows:

(i) RHID Collection Period. The Incremental Real Property Taxes shall be collected within the Schoolyard Townhomes RHID for a period that commences on the Effective Date up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all RHID Eligible Expenses by Pay-Go RHID Financing in an amount equal to the RHID Cap, or (b) fifteen (15) years from the Effective Date (the “RHID Collection Period”). At the end of the RHID Collection Period, the Parties understand and agree that the Schoolyard Townhomes RHID shall thereafter terminate, the City shall no longer deposit Incremental Real Property Taxes into the Schoolyard Townhomes RHID Fund, and Developer shall have no further access to RHID Proceeds to reimburse or pay for RHID Eligible Expenses.

(ii) RHID Cap. The RHID Proceeds available to Developer for reimbursement of RHID Eligible Expenses through Pay-Go RHID Financing shall in no event exceed Three Hundred Fifty Thousand Dollars (\$350,000) (the “RHID Cap”). The RHID Cap shall, for all purposes set forth herein, operate as a cap on the use of RHID Proceeds for reimbursement to Developer of any of Developer's RHID Eligible Expenses. Once Developer has received an amount equal to the RHID Cap in reimbursements of RHID Eligible Expenses through Pay-Go RHID Financing, the Parties understand and agree that Developer's access to the Pay-Go RHID Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go RHID Financing unless and until the conditions precedent set forth in Section 4.3 have been fully satisfied or waived by the City, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go RHID Financing as provided in this Agreement.

(c) No RHID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go RHID Financing, and nothing in this Agreement shall in any way obligate the City to issue bonds or other obligations to reimburse Developer for the RHID Eligible Expenses or any other Project costs.

(d) Administrative Fee. A portion of the Incremental Real Property Taxes deposited into the Schoolyard Townhomes RHID Fund shall be used to pay an administrative fee in an amount equal to one percent (1%) of the Incremental Real Property Taxes deposited into the Schoolyard Townhomes RHID Fund (the "Administrative Fee"). The Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes are received by the City. Developer hereby understands and agrees that such Administrative Fee shall be withheld by the City prior to depositing the balance of the Incremental Real Property Taxes into the Schoolyard Townhomes RHID Fund. As and when there are sufficient Incremental Real Property Taxes to pay the Administrative Fee, such Administrative Fee shall have first priority to available Incremental Real Property Taxes.

4.3. Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when RHID Proceeds have begun to be collected by the City, the City will hold and not disburse to Developer any reimbursements for RHID Eligible Expenses from Pay-Go RHID Financing unless and until the conditions precedent set forth below have been fully satisfied as determined by the City in its sole reasonable discretion:

(a) The City has approved Certificate(s) of Expenditures for such RHID Eligible Expenses;

(b) Developer shall have achieved Substantial Completion of the Multi-Family Improvements and the Infrastructure; and

(c) Developer shall be in compliance with the terms and conditions of this Agreement in all material respects and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder.

4.4. Certificate(s) of Expenditures for Reimbursement from RHID Proceeds. The Parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Infrastructure Costs from Pay-Go RHID Financing, Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit F** (each, a "Certificate of Expenditures") attesting to the expenditure of Infrastructure Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditures each month, but no more than one time per month. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the City, except through Developer or except as otherwise approved by the City and Developer.

(b) Procedures for Certification of Expenditures. The City or a representative of the City shall review the Certificate(s) of Expenditures to be made in connection with the Infrastructure Costs for approval or denial of the same as follows:

(i) Developer shall submit to the City a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Infrastructure Costs. Developer shall certify to the City that it shall only use the RHID Proceeds for the designated Infrastructure Costs described in the Certificate of Expenditures and that such proceeds shall not be commingled with other sources or uses. Developer shall further certify to the City that it will only use the RHID Proceeds for RHID Eligible Expenses.

(ii) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the City shall reasonably require to document appropriate payment.

(iii) The City reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in Section 4.4(b)(ii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute RHID Eligible Expenses.

(iv) The City shall have sixty (60) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to the Developer. If the City disapproves of the Certificate of Expenditures, the City shall notify the Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event the Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the City's reason for disapproval, and the City will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The Parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the RHID Proceeds is important to the City and the Developer for various reasons. Accordingly, the Parties hereby understand and agree that the City may retain outside third party representatives to manage and/or provide oversight to this process and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the City's costs for retaining such third parties.

4.5. Reimbursement Priority. All payments or reimbursements of whatever kind from the City to the Developer under this Agreement shall be made in the following priority:

(a) First, to the City, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for any amounts due and owing to the City; provided, however, the City shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by the Developer to the City under this Agreement, under any other agreement between Developer and the City, or under any Applicable Laws and Requirements; (ii) all actual

out of pocket costs incurred (and any interest or penalty thereon) by the City in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate (as defined in Annex 1)); (iii) indemnification of the City for any indemnity obligation owed by Developer (or any Affiliate) to the City, and any interest or penalty thereon; and (iv) any reimbursement due to the City on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the City, or under any Applicable Laws and Requirements; and

(b) Second, to the Developer for actual amounts to which the Developer is entitled by the other provisions of this Agreement.

4.6. Line Items. The parties hereby agree that increases or decreases in line item amounts in the columns labeled "RHID Eligible Expenses" in the Total Project Budget as set forth on Exhibit E may be made by Developer as long as: (a) no such increase represents more than a fifteen percent (15%) change per line item, unless otherwise approved by the City Manager or his or her designee, and (b) prior to requesting reimbursement for any such line item change(s), Developer provides the City Manager's office with a modified Total Project Budget reflecting such change(s).

ARTICLE V

CONSTRUCTION OF THE IMPROVEMENTS

5.1. Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the City upon a request for the same.

5.2. Design and Plans and Specifications. Developer shall, as soon as practicable, provide the City with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project Plan and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities (as defined in Annex 1) in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes (as defined in Annex 1) to the Plans and Specifications subsequent to the initial approval.

5.3. General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date. Developer shall, as soon as practicable, provide the City with a copy of the Construction Documents.

5.4. Changes or Amendments. Developer shall promptly deliver to the City copies of all change orders or other changes or amendments to the Construction Documents that constitute a Material

Change. Developer agrees with the City that it will: (a) perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

5.5. Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the City in accordance with Applicable Laws and Requirements. The City, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the City's approval of all change orders relating to the Improvements that result in a Material Change.

5.6. Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Plan, have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the City for acting as construction manager or developer of the Project.

5.7. Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the City.

5.8. Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the City of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

5.9. Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the City at such intervals as Developer, the City and any such designee of the City shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project as well as monthly reports on leasing prospects for the Multi-Family Improvements.

5.10. Project Construction Schedule. Developer shall commence construction of the Project within the Project Site in a commercially reasonable amount of time after passage of the Schoolyard Townhomes RHID Ordinance and approval of the final site plan. Developer will diligently pursue Substantial Completion of the Project and, unless otherwise approved by the City, must obtain Substantial Completion within twenty-four (24) months after Closing (the "Completion Date") or Developer will be in material breach of this Agreement.

ARTICLE VI

USE AND OPERATION

6.1. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is fifteen (15) years from the Effective Date of this Agreement (the "Term").

6.2. Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

- (a) Use the Project only as described in Section 2.2(a) above (the “Permitted Use”).
- (b) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.
- (c) Additionally, Developer hereby understands and agrees that the nature of the multi-family uses within the Schoolyard Townhomes RHID were critical to the City's creation of same. Accordingly, the Parties hereby agree that the following uses shall be prohibited within the Schoolyard Townhomes RHID, except as otherwise provided herein or with the prior written approval of the City:
 - (i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project, as determined by the City and Developer in their reasonable discretion.
 - (ii) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry, except for pets permitted in accordance with Developer's leasing policy for the Multi-Family Improvements.
 - (iii) Salvage or reclamation yards and the storage of inoperative vehicles.
 - (iv) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.
 - (v) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building within the Schoolyard Townhomes RHID, or elsewhere within the Schoolyard Townhomes RHID subject to the approved final Project Plan and in compliance with all Applicable Laws and Requirements.
 - (vi) Any use not permitted by the applicable zoning ordinance of the City.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the City's Code of Ordinances. The City's Governing Body may grant variances to the restrictions set forth in this Section 6.2(c) from time to time in its sole and absolute discretion. At Closing, or within thirty (30) days thereafter, Developer and the City shall execute a document which shall memorialize the restrictions set forth in this Section 6.2(c) and record the same against the real property within the Schoolyard Townhomes RHID, which restrictions shall be effective and run with the land for the Term of this Agreement. The City shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

6.3. Development Plan and Project Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and Project Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan and Project Plan.

6.4. Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated first-class residential space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan and the Project Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

6.5. Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

6.6. Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the County on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the disbursements from the Schoolyard Townhomes RHID Fund for the Project shall be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

6.7. Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good

faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

6.8. Liens and Encumbrances. During the Term, except for a Permitted Mortgage (as defined in Annex 1), Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances (as defined in Annex 1) or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 6.2 of this Agreement.

6.9. Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project.

6.10. Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the City and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit G, and made a part hereof. Each policy or other contract for such insurance shall: (i) name the City as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the City to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee (as defined in Annex 1).

6.11. Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty (as defined in Annex 1) during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the City and Developer ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 6.11(c), "substantially all of the Improvements" shall be deemed to have

been taken if the City and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

6.12. Indemnity. Developer shall pay and indemnify and save the City and its Governing Body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the City at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the Project Plan, the Schoolyard Townhomes RHID, the formation of the Schoolyard Townhomes RHID and collection of the Incremental Real Property Taxes and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the City and its Governing Body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the City or its Governing Body members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the City, covenants to resist and defend such action or proceeding on demand of the City or its Governing Body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 6.12 shall be deemed continuing covenants, representations and warranties for the benefit of the City and any successors and assigns of the City, and shall survive the termination, satisfaction or release of this Agreement.

6.13. Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage, which are hereby permitted without any further approval of the City, and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed): (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the City shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The City shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the City as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the City, make leases of the residential units within the Multi-Family Improvements; and

(b) Without any further approval of the City, Developer may transfer all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity provided that the Controlling Person or Entity of such transferee entity is also the Controlling Person or Entity of the Developer, and provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project or this Agreement so transferred to such transferee entity, and (ii) remains liable jointly and severally with Developer therefor (an "Affiliate Transfer"). Developer shall deliver to the City notice of any Affiliate Transfer within fifteen (15) days following such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement.

6.14. Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the City, procure any and all permits, licenses or authorizations necessary in connection therewith.

6.15. Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Project. Except as otherwise provided in this Agreement, the City shall pay all costs it incurs under this provision. Nothing contained in this Section 6.15 shall restrict or impede the right of the City to enter the Project pursuant to any Applicable Laws and Requirements.

6.16. Environmental Matters. Developer hereby agrees that by Closing on this Agreement, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance (as defined in Annex 1) in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the City against, shall hold the City harmless from, and shall reimburse the City for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees incurred by the City (prior to trial, at trial and on appeal) in any action against or involving the City, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the City that the City shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section 6.16 shall be deemed continuing covenants, representations and warranties for the benefit of the City and any successors and assigns of the City, and shall survive the

termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate (as defined in Annex 1) plus two percent (2%), or, if less, the maximum rate permitted by law, and shall be payable on demand.

6.17. Power of the City. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE VII

DEFAULT AND REMEDIES

7.1. Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement, and Developer fails to cure or remedy the same within twenty (20) days after the City has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer or any Affiliate shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer or any Affiliate generally is not paying its debts as such debts become due; or Developer or any Affiliate makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer or any Affiliate and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement);

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days following Developer's receipt of written notice from the City specifying such breach;

In the event of such default, the City may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies, provided that the City is the prevailing party in such actions.

7.2. Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 7.1 above, the City shall have the

following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the City may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of RHID Eligible Expenses unless and until such default is cured by Developer; (ii) terminate Developer's access to the Pay-Go RHID Financing; and/or (iii) terminate this Agreement. The rights and remedies reserved by the City hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer default.

(c) In the event of such default by Developer, the City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies.

(d) The rights and remedies reserved by the City hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The City shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the City to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

7.3. Default by the City. The City shall be in default under this Agreement if the City fails to keep or perform any covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within thirty (30) days after Developer has given the City written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected. If a default by the City occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the City of any provision of this Agreement; provided, however, that the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential

damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

8.2. Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the City to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 8.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

8.3. Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the City as follows:

(i) Organization. Developer is a Missouri limited partnership duly formed and validly existing under the laws of the State of Missouri. Developer is duly authorized to conduct business in this State and each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the City or other Government Authorities.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the City.

(i) Authority. The execution, delivery and performance by the City of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

(iii) No Consents. Except as set forth in Section 3.1(b), no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the City of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the City of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

8.4. Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the City and Developer.

8.5. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

8.6. Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

8.7. Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

8.8. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

8.9. Time. Time is of the essence in this Agreement.

8.10. Consents and Approvals. Wherever in this Agreement it is provided that the City or Developer shall, may or must give its approval or consent, the City or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the City in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

8.11. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The City Clerk
The City of Tonganoxie, Kansas
526 East 4th Street
Tonganoxie, Kansas 66086
Telephone: (913) 845-2620
Email: mtweedy@tonganoxie.org

with a copy to:

George Brajkovic
City Manager
The City of Tonganoxie, Kansas
526 East 4th Street
Tonganoxie, Kansas 66086
Telephone: (913) 845-2620
Email: gbrajkovic@tonganoxie.org

And a copy to:

Anna M. Krstulic
City Attorney
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: anna.krstulic@stinson.com

and to Developer at:

Schoolyard Townhomes, LP
770 East 5th Street
Kansas City, Missouri 64106
Attn:
Telephone:
e-mail:

with a copy to:

S. Shawn Whitney
Spencer Fane LLP
2144 East Republic Road, Suite B300
Springfield, Missouri 65804
Telephone: (417) 888-1000
Email: swhitney@spencerfane.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

8.12. Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the City; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the City or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 8.12 shall survive the Closing or any termination of this Agreement.

8.13. Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

8.14. Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in

Sections 6.8 and 6.13 hereof. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Leavenworth County, Kansas.

8.15. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

CITY:

THE CITY OF TONGANOXIE, KANSAS

By: _____
_____, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF LEAVENWORTH)

This instrument was acknowledged before me on _____, 2019, by _____ as Mayor of the City of Tonganoxie, Kansas.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

ANNEX 1

DEFINITIONS

“Administrative Fee” means the annual administrative fee for the Schoolyard Townhomes RHID Fund, as described in Section 4.2(d).

“Affiliate” means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term “Affiliate” shall not include passive investors or capital partners without day to day operational control of the Project.

“Affiliate Transfer” means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer’s rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 6.13(b).

“Agreement” means this Schoolyard Townhomes Development Agreement by and between the City and Developer.

“Applicable Laws and Requirements” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the Project Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

“Approved Assignment” means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the City pursuant to Section 6.13.

“Assignee” means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 6.13.

“Base Year Assessed Valuation” means the assessed valuation of all real properties within the boundaries of the Schoolyard Townhomes RHID on the Effective Date, as described in Section 4.2(a)(i).

“Casualty” means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

“Casualty Escrow” means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the City and Developer, as further described in Section 6.11(a).

“Certificate of Expenditures” means those certain certificates submitted by Developer in accordance with Section 4.4 and on the form set forth in **Exhibit F**.

“City” means the City of Tonganoxie, Kansas.

“Closing” means the date on which all of the Closing Conditions are satisfied, as set forth in Section 3.2.

“Closing Conditions” means the conditions precedent to Closing, as set forth in Section 3.1.

“Completion Date” means the date identified for Substantial Completion of construction of the Project, as described in Section 5.10.

“Construction Documents” means the Developer's construction documents relative to the Improvements, as described in Section 5.3.

“Controlling Person or Entity” means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 6.13(b).

“County” means Leavenworth County, Kansas.

“Damaged Facilities” means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 6.11(b).

“Developer” means Schoolyard Townhomes, LP, a Missouri limited partnership..

“Development Plan” means the Development Plan for the Schoolyard Townhomes RHID, as described in Recital F.

“Drop Dead Date” means the date certain by which Closing must occur, as set forth in Section 3.2.

“Effective Date” means the date of this Agreement first above written.

“Environmental Regulation” means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (collectively, “CERCLA”).

“Force Majeure” is defined in Section 8.2.

“GAAP” means generally accepted accounting principles.

“General Contractor” means that general contractor selected by Developer pursuant to Section 5.3.

“Government Authority” or “Government Authorities” shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, with affirmative jurisdiction over Developer or the Project.

“Hazardous Substance” means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future

Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (i) any substance that is a “hazardous substance” under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

“Improvements” means those certain improvements that are contemplated to be constructed in the Project as more particularly described in Section 2.2 and generally depicted in **Exhibit D**.

“Incremental Real Property Taxes” means that amount of Real Property Taxes collected from the real property within the Schoolyard Townhomes RHID that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the Schoolyard Townhomes RHID as determined in accordance with the RHID Act, as described in Section 4.2(a)(i).

“Infrastructure” means all of the infrastructure improvements, including without limitation, site work and the water, sanitary sewer, storm water, drainage, electric improvements, roads, parking improvements containing the number of spaces required by Applicable Laws and Requirements, landscaping, sidewalks, and curb and gutter necessary to support the Improvements in the Project, as described in Section 2.2(b).

“Infrastructure Costs” means the costs of the Infrastructure for the Project, as described in Section 4.1.

“Insurance Specifications” means the insurance requirements on Developer in connection with the Project as generally described in Section 6.10 and more fully set forth in **Exhibit G**.

“Material Changes” means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer’s permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Requirements.

“Multi-Family Improvements” means thirty-two (32) townhomes, including six (6) three (3) bedroom units, twenty-six (26) two (2) bedroom units, and a small Leasing Office, as described in Recital A and Section 2.2(a).

“Parties” means, collectively, the City and Developer.

“Pay-Go RHID Financing” means a method of financing pursuant to which certain RHID Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as RHID Proceeds are deposited in the Schoolyard Townhomes RHID Fund, as described in Section 4.2(b).

“Permitted Encumbrances” means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Project Site, which are acceptable to Developer in its sole discretion.

“Permitted Mortgage” means any mortgage placed on, or other security interest granted in, the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

“Permitted Mortgagee” means the holder of the Permitted Mortgage.

“Permitted Use” means a first-class multi-family development, as described in Section 6.2(a).

“Person” shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

“Plans and Specifications” means those plans and specifications generally described in Section 5.2.

“Prime Rate” means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the City shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

“Private Funds” means the Developer's private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

“Project” means the design, development, and construction of the Improvements on the Project Site, as described in Recital A and Section 2.2.

“Project Plan” means the final site plan approvals for the Improvements (or portion(s) thereof) as more fully described in Section 2.2.

“Project Site” means approximately 2.49 acres of real property owned by Developer and generally located at 304 Shawnee Street, Tonganoxie, Kansas, as described in Recital B and legally described on **Exhibit A**.

“Real Property Taxes” means all taxes levied on an ad valorem basis upon land and Improvements within the Schoolyard Townhomes RHID.

“RHID” means a rural housing incentive district created pursuant to the RHID Act, as described in Recital C.

“RHID Act” means K.S.A. 12-5241 *et seq.*

“RHID Cap” means the limitation on RHID Proceeds available to Developer for reimbursement of RHID Eligible Expenses through Pay-Go RHID Financing, as described in Section 4.2(b)(ii).

“RHID Eligible Expenses” means those certain Infrastructure Costs that are related to hard construction costs for the Infrastructure, located within the Schoolyard Townhomes RHID, identified on **Exhibit E** attached hereto, and eligible for payment or reimbursement pursuant to the RHID Act, as described in Section 4.2.

“RHID Collection Period” means the period that commences on the Effective Date up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all RHID Eligible Expenses by Pay-Go RHID Financing in an amount equal to the RHID Cap, or (b) fifteen (15) years from the Effective Date, as described in Section 4.2(b)(i).

“RHID Resolution” means Resolution No. 06-17-01 adopted by the Governing Body of the City pursuant to the RHID Act on June 5, 2017 to create an RHID, as described in Recital C and a copy of which is attached hereto as **Exhibit B**.

“Schoolyard Townhomes RHID” means the portion of the RHID that comprises the Project Site, as established by the Schoolyard Townhomes RHID Ordinance and as described in Recital E.

“Schoolyard Townhomes RHID Fund” means the separate fund and account established by the City for collection of the Incremental Real Property Taxes collected within the Schoolyard Townhomes RHID, as described in Section 4.2(a)(ii).

“Schoolyard Townhomes RHID Ordinance” means the ordinance passed by the City pursuant to the RHID Act on or about December 16, 2019 to approve the Schoolyard Townhomes RHID, as described in Recital F and a copy of which is attached hereto as **Exhibit C**.

“Secretary” means the Kansas Secretary of Commerce, as described in Recital D.

“State” means the State of Kansas.

“Substantial Completion” means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt of a temporary certificate of occupancy for the Improvements).

“Term” means the term of this Agreement as set forth in Section 6.1.

“Total Project Budget” means the budget attached hereto as **Exhibit E**.

SCHEDULE OF EXHIBITS TO THE DEVELOPMENT AGREEMENT

| | | |
|-----------|-------------------------------------|----------------|
| Exhibit A | Project Site – Legal Description | |
| Exhibit B | RHID Resolution | |
| Exhibit C | Schoolyard Townhomes RHID Ordinance | |
| Exhibit D | Depiction of Improvements | |
| Exhibit E | Total Project Budget | |
| Exhibit F | Form of Certificate of Expenditures | |
| Exhibit G | Insurance | Specifications |

EXHIBIT A to Development Agreement

Project Site – Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 7, in the RAILROAD ADDITION to the City of Tonganoxie, Leavenworth County, Kansas, and to include the North 35 feet of vacated 3rd Street, and the vacated alley in said Block 7, all in the City of Tonganoxie, Leavenworth County, Kansas.

Leavenworth County, Kansas Parcel ID Number 052-192-09-0-20-11-001.00-0.

EXHIBIT B to Development Agreement

RHID Resolution

[To be attached.]

EXHIBIT C to Development Agreement

Schoolyard Townhomes RHID Ordinance

[To be attached.]

EXHIBIT D to Development Agreement

Improvements – Depiction

EXHIBIT E to Development Agreement

Total Project Budget

EXHIBIT F to Development Agreement

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: City of Tonganoxie, Kansas

Attention: City Manager

Re: SCHOOLYARD TOWNHOMES

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Schoolyard Townhomes Development Agreement dated as of December 16, 2019 (the "Agreement") between the City and Developer.

In connection with the Agreement, the undersigned hereby states and certifies that, to the best of its actual knowledge:

1. Each item listed on *Schedule 1* hereto is an Infrastructure Cost and was incurred in connection with the construction of the Project.

2. These Infrastructure Costs have been paid by the Developer, successors, assigns, tenants, or transferees and are reimbursable under the Agreement.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Schoolyard Townhomes RHID Fund and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.

8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

Schoolyard Townhomes, LP, a Missouri limited partnership

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20____:

CITY OF TONGANOXIE, KANSAS

By: _____

Title: _____

SCHEDULE I
TO
CERTIFICATE OF EXPENDITURES

| <u>Description of Infrastructure Costs</u> | <u>Cost</u> | <u>Payee</u> | Designate as RHID Infrastructure <u>Costs</u> |
|--|-------------|--------------|---|
|--|-------------|--------------|---|

Total Costs:

EXHIBIT G to Development Agreement

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the City as additional perils, but only to the extent required by Developer's lender for the Project.



Office of the City Manager
AGENDA STATEMENT

DATE: December 13, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Tweedy, Administrative Assistant
SUBJECT: Acceptance of Public Dedications – Schoolyard Townhomes Final Plat

DISCUSSION:

Section 3 of the City's Subdivision Regulations outlines the procedures for submitting and approving final plats, which stipulate that the Planning Commission shall vote to determine if the plat conforms to the City's subdivision regulations. The subsequent approval of a final plat by the Governing Body accepts the dedication of land for public purposes and authorizes recording of the plat with the County, and receipt of a certified and recorded final plat by the City, with a performance bond or irrevocable letter of credit authorizes installation and construction of required improvements. Upon installation of improvements the applicant may apply for building permits.

The Planning Commission reviewed the final plat for Schoolyard Townhomes, LLC on November 7, 2019 and voted 4-0 to approve the final plat with the conditions outlined in the City Engineer's staff report dated November 11, 2019 and the City Planner's staff report dated November 1, 2019.

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to accept the dedication of land for public purposes as part of the final plat for Schoolyard Townhomes, LLC.

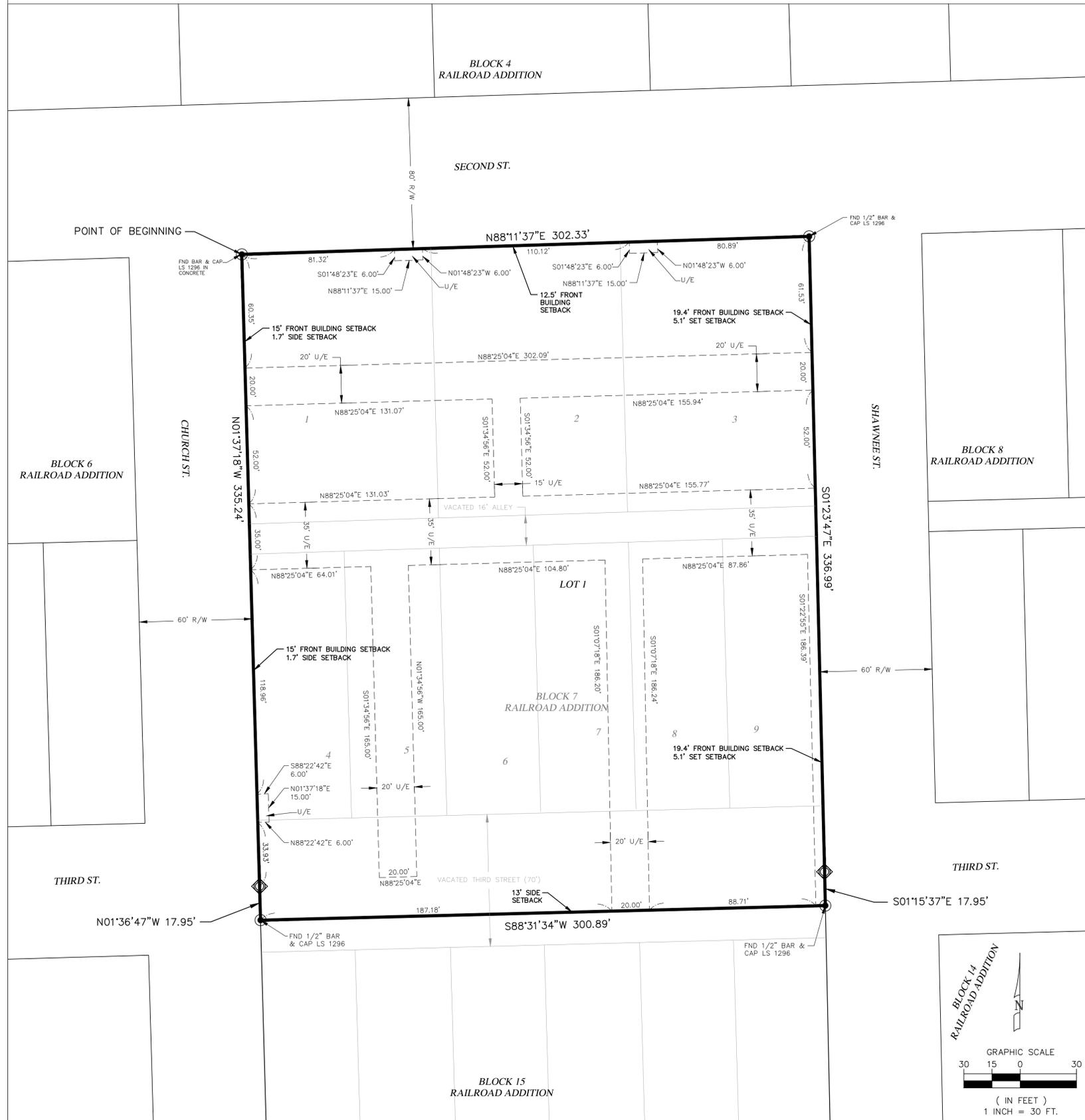
ATTACHMENTS:

2019-11-07 Planning Commission Meeting Minutes Excerpt
Final Plat
Engineering and Planning Staff Reports

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager
Anna Krstulic, City Attorney

FINAL PLAT SCHOOL YARD LOFTS

A REPLAT OF BLOCK 7 RAILROAD ADDITION AND PART OF VACATED THIRD STREET, A SUBDIVISION IN THE CITY OF TONGANOXIE, LEAVENWORTH COUNTY, KANSAS



BOUNDARY DESCRIPTION

All of Lots 1 through 9 Block 7, and all that part of vacated Third Street, all being part of Railroad Addition to the City of Tonganoxie, and lying within the Northwest Quarter of Section 9, Township 11 South, Range 21 East of the Sixth Principal Meridian and being in Leavenworth County, Kansas, being more particularly described as follows: beginning at the northwest corner of said Lot 1 Block 7, Railroad Addition; thence North 88 degrees 11 minutes 37 seconds East, with the north line of Lots 1 through 3, Block 7 and the south right-of-way line of Second Street, a distance of 302.33 feet to the northeast corner of said Lot 3, Block 7; said point being on the west right-of-way line of Shawnee Street; thence South 01 degree 23 minutes 47 seconds East, with the east line of Lots 3 and 9, Block 7, and its southerly prolongation, and the west right-of-way line of Shawnee Street, a distance of 336.99 feet; thence South 01 degree 15 minutes 37 seconds East, continuing with the west right-of-way line of Shawnee Street, a distance of 17.95 feet; thence South 88 degrees 31 minutes 34 seconds West, and no longer with the west right-of-way line of Shawnee Street, a distance of 300.89 feet to a point on the east right-of-way line of Church Street; thence North 01 degree 36 minutes 47 seconds West, with the east right-of-way line of Church Street, a distance of 17.95 feet; thence North 01 degree 37 minutes 18 seconds West, with the east right-of-way of Church Street and the west line of Lots 1 and 4, Block 7, and its southerly prolongation, a distance of 335.24 feet to the point of beginning.

SURVEYOR'S REPORT

- This basis of bearing for this survey is Kansas State Plane, North Zone, North American Datum, 1983.
- The easements shown on this survey have been taken from the title commitment NCS-966704-OMHA, dated June 14, 2019, provided by First American Title Company of Kansas.
- A 1/2" x 24" rebar with a plastic cap marked CCEI 1351 has been set at all property corners, unless otherwise noted.
- The subject property lies in Zone X - Areas determined to be outside the 0.2% annual chance floodplain, as shown on Flood Insurance Rate Map 20103C03026, effective July 16, 2015.
- The gross land area of the subject property is 106,797 square feet, or 2.45 acres.
- The error of closure is 1:262,247. The angular and distance error is S44°00'00"W 0.005'.

DEDICATION

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat which hereafter shall be known as "Schoolyard Lofts".

The Streets, Drives, Terraces and other ways shown hereon and not heretofore dedicated to the public are hereby so dedicated.

An EASEMENT is hereby granted all public utility companies, their successors or assigns or rural water districts duly incorporated and authorized to do business in Leavenworth County, Kansas, to enter upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" and "Drainage Easement" or "D/E" for purposes of utility installations and maintenance thereof. The use of said easement by any such entity shall oblige such entity to return said easement to its condition prior to any installation, maintenance or repair performed on said easement with the exception of paved, curbed and sidewalked areas. Those areas within the Utility Easement that are paved, curbed or sidewalked shall be restored to their original condition by the owner in the event of any maintenance.

There will be no restrictions other than those shown hereon.

OWNER'S CERTIFICATE

This is to certify that the undersigned is the owner of the land described in the plat, and that all previous taxes have been paid, and that they have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the style and title thereon indicated.

Given under my hand at Tonganoxie, Kansas this _____ day of _____ A.D. 2019.

Jason Swords, Managing Member
Schoolyard Townhomes, LLC

NOTARY CERTIFICATE:
STATE OF KANSAS
COUNTY OF LEAVENWORTH } ss

Be it remembered that on this _____ day of _____ 2019, before me, a notary public in and for said County and State came Jason Swords, Managing Member, Schoolyard Townhomes, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same, in testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL) Notary Public

My Commission Expires:

PLANNING COMMISSION APPROVAL:

This plat of Schoolyard Lofts has been Submitted to and Approved by the Tonganoxie Planning Commission this _____ day of _____ A.D. 2019.

John Morgan, Chairman

Zach Stoltenberg, Secretary

CITY COUNCIL APPROVAL:

The easements and rights-of-way accepted by the Governing Body of Tonganoxie, Kansas, this _____ day of _____ A.D. 2019.

Jason Ward, Mayor

ATTEST: Nathan McCommon, City Clerk

CITY ENGINEER APPROVAL:

The City Engineer's review is only for general conformance with the Subdivision Regulations as adopted by the City of Tonganoxie. The City is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

Brian Kingsley, City Engineer

COUNTY SURVEYOR'S CERTIFICATE:

I hereby certify this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed based on Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Wayne Malnicof, Leavenworth County Surveyor

REGISTER OF DEEDS CERTIFICATE:

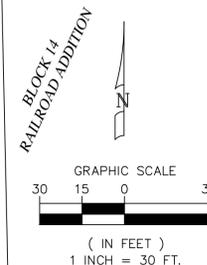
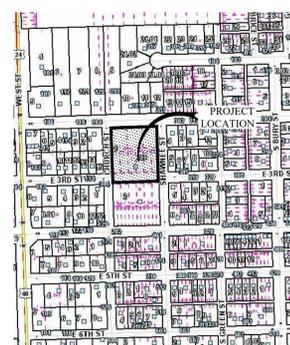
Plat of Schoolyard Lofts of Tonganoxie was filed for record this _____ day of _____ A.D., 2019, at _____: _____ M., and duly recorded as Document No. _____

Stacy Driscoll, Register of Deeds, Leavenworth Co. Kansas

SURVEYOR'S CERTIFICATE:

I, Samuel J. DePriest, a Professional Surveyor in the State of Kansas, License Number 1351, do hereby certify that the survey shown hereon was completed in the field in August 2019, by me or under my direct supervision and that this plat is a true and accurate exhibit of said field survey, based on actual field measurements, where the monuments are of the character and occupy the positions indicated.

Samuel J. DePriest, P.L.S. 1351



SYMBOL LEGEND

- Found property corner as noted
- ◆ Set property corner with 1/2" X 24" rebar and cap CCEI 1351

SURVEYOR / ENGINEER:
Continental Consulting Engineers, Inc.
9000 State Line Road
Leawood, KS 66206
Samuel J. DePriest, PLS
Brian Lavery, PE

OWNER / DEVELOPER:
Schoolyard Townhomes LLC
1125 Grand Blvd, Suite 202
Kansas City, MO 64106
Jason Swords Managing Member



SEPTEMBER 4, 2019

3. NEW BUSINESS

- a) Final Plat – 304 Shawnee Street – Submitted by Schoolyard Townhomes, LLC.
 - Ms. Krstulic asked the commissioners if any of them had any ex parte communications about this project. All commissioners replied in the negative.
 - Mr. Brewster presented the staff report in regard to the final plat and development plan. He discussed the timeline of this project and how we arrived at this point in the project. He explained that criteria for the planning and engineering requirements as well as the planning and engineering recommendations.
 - Jason Swords and Ashley Sadowski addressed the commissioners. Mr. Swords stated that they have addressed most of the comments from staff and neighbors. They will continue to work with staff on the landscaping and curb.
 - Ms. Gee asked if the applicant is willing to provide the additional landscaping.
 - Mr. Swords responded that they would be more than willing to address those suggestions.
 - Drew Overmiller, 121 E. 2nd Street, spoke to the Planning Commission in opposition of the project. He asked if the trees would near the powerlines.
 - Mr. Brewster stated that they have room to adjust the location of the trees.

Minutes - Page 1 of 3

CORE/3516145.0002/156306698.1

- Mr. Overmiller stated that he still does not like that the repetitive nature of the design was not addressed and he would like to see that changed.
- Mr. Morgan asked for additional comments.
- Mr. Swords stated that they will work to underground the powerlines.
- Ms. Gee thanked the developer for their work with the public and their modifications to meet the public input and suggestions.
- Mr. Morgan stated that he would entertain a motion.
- Ms. Gee made a motion to approve the preliminary plan with the conditions presented by staff.
- Ms. Bitler seconded.
- Vote of 4 ayes, 0 nay, motion carried.

b) Development/Site Plan – 304 Shawnee Street – Submitted by Schoolyard Townhomes, LLC

- Ms. Gee made a motion to approve to the preliminary plan with the conditions presented by staff.
- Ms. Bitler seconded.
- Vote of 4 ayes, 0 nay, motion carried.



City of Tonganoxie, Kansas

PLANNING STAFF REPORT

Case#: 2019-007P

Date of Report: November 1, 2019

Application: Final Plat & Final Development Plan – R-MF-2P Zoning

Action: *A final plat requires review and approval by the Planning Commission. If the plat meets the standards of the subdivision regulations, the Planning Commission shall approve the final plat. If there are any dedications of land for public purposes, they require acceptance by the City Council.*

A final development plan requires a review by the Planning Commission with a recommendation to the City Council. If the final development plan is in substantial compliance with the Preliminary Development Plan, meets any conditions placed on approval of an Outline Development Plan or Preliminary Development plan, and meets all other applicable standards, it should be recommended for approval.

Applicant Name: Schoolyard Townhomes LLC

Property Owner Name: Tongie5 LLC, Kay Soetaert or Ben Robbins

Subject Property Address: 210 E. Second Street

Property Size: 2.4 acres (106,600 s.f.)

Zoning: R-MF-2P (conditioned on final development plan)

Legal Description: (varied – multiple lots between Church and Shawnee, and between Second Street and Third Street extended)

Date of Application: 10/25/2019
Date of Public Hearing: 11/7/2019

I. SUMMARY:

This application is a Final Plat and Final Development Plan for 32 townhomes in 6 blocks of buildings at Second Street, between Church and Shawnee Streets. The project is part of the school redevelopment that includes the Library fronting on Fourth Street.

The planning commission reviewed a proposal in September to rezone approximately 2.45 acres from "R-SF" Single-family District to "RMF-2-P" Multiple-Family 2 District, with a "P" designation to account for deviations from the development standards based on a specific plan. The Planning Commission recommended approval of the rezoning to the City Council, with specific conditions to be addressed in the Final Development Plan. The Planning Commission took no action on a preliminary plat for the same project at the September meeting, but approved a preliminary plat at the October meeting. The City Council approved the rezoning from R-SF to R-MF-2P at its October 14th meeting, subject to the conditions recommended by Planning Commission.

II. ANALYSIS

A. *Final Development Plan*

1. **Zoning.** The rezoning to the "P" designation accommodated requests for specific deviations from the R-MF-2 development standards based on the preliminary development plan which included:
 - a. a reduction in the front setbacks along Church, Second Street, and Shawnee Street;
 - b. a reduction in the side setbacks for buildings with sides along Church Street and Shawnee Street;
 - c. a reduction in the parking; and
 - d. the allowance of attached buildings with more than 4 dwelling units and per-unit lot and building widths of approximately 20' to 30'.
2. **Preliminary Development Plan.** The preliminary development plan also placed the following additional limits on the project:
 - a. the density would be limited to 32 units;
 - b. the buildings would be limited to 1.5 and 2-story buildings;
 - c. the arrangement of open spaces and pedestrian circulation would be as specified on the plan; and
 - d. the following specific items were recommended by staff as "next steps" between preliminary development plan and final development plan:
 - A final landscape plan be submitted and approved by planning staff in association with the final development plan. The plan shall
 - identifying species and planting specifications;
 - consideration of street trees between the sidewalk and street in conjunction with the street improvements.
 - Specifically trees spaced along Shawnee between curb and sidewalk if possible and some added to the north end; and on second street some trees added to the landscape areas that bulb out within the on-street parking.
 - Other landscape treatments to soften facades along the side elevations closest to Church and Shawnee shall be considered.
 - Further detail on planting, landscape or structural hardscape components should be explored to add definition and human scale to the entry court and entry features of each unit along the streetscape.

- Site plans in substantial conformance with the preliminary development plan, elevations, materials, and above conditions be reviewed and approved by Planning Commission prior to building permits.
3. **Planning Commission Review & Recommendation.** The Planning Commission also conditioned the recommendation for approval on specific issues to be addressed in this Final Development Plan:
 - a. Revisit the design of on-street parking on Second Street, and locate as much parking as possible internal to the site;
 - b. Review side setbacks requested along Church and Shawnee, and address by either relocating the buildings, limit blank walls on the close side elevations, increase landscape to soften these areas, or a combination of all of these elements.
 4. **Final Development Plan.** The final development plan is in substantial conformance with the preliminary development plan and addresses the above criteria and conditions in the following manner:
 - a. **Parking.** All of the existing head in parking on Second Street is proposed to be removed in place of a continuous curb line and landscape area. The on-site parking has been increased from 36 in the preliminary plan to 50 in the final development plan. The ordinance requires 48, so this plan complies with the R-MF-2 zoning district standards, and the project no longer needs to take advantage of deviations offered by the planned zoning designation. Additionally, although the on-street parking is no longer present, spaces for approximately 20 to 25 spaces exist on the streets for visitor or similar accessory parking, as is the case in all neighborhoods. Planning staff considers on-street parking a benefit to walkable neighborhood streetscapes since it calms traffic, buffers pedestrians from moving vehicles, and eliminates unnecessary or repetitive driveways of surface parking areas. All of these benefits are applicable in this context. The final plan meets the ordinance requirement for parking and the Planning Commission recommendations for approval.
 - b. **Side Setbacks.** The side setbacks remain as proposed in the preliminary development plan. They are:
 - 1.7 feet (Building C-1 on Church Street)
 - 6.7 feet (Building A-1 on Church Street)
 - 5.1 feet (Building B-1 on Shawnee Street)
 - 5.1 feet (Building B-2 on Shawnee Street)
 This is consistent with the preliminary plan and presents an exception to the R-MF-2 required side yard of 10'. There is an additional 12' to 18' to the street edge in each case. The applicant has elected to address the staff recommendation and Planning Commission concerns with the preliminary development plan by: (1) adding windows and doors, and material changes to all side elevations to break down the scale of the walls; (2) using 1-story elevations on some sides – particularly those closest to the side lot line; and (3) increasing the landscape elements – particularly using street trees in the right of way, which will provide a “second layer” buffer creating a more pedestrian scale to the streetscape and when viewed from the opposite block face.
 - c. **Entry Features.** Most of the entrances are side-oriented, and do not directly front the street. However, each unit has and change in material and color associated with the paired or mirrored entries. The entrances will be visible alternating down the streetscape, depending on the angle. Additionally, the corner units also have direct entries /entry areas. All of the entry areas are lined with low hedges, which combined with the shade tree canopy should provide a sufficient “social space” that helps activate the streetscape with a more pedestrian-oriented atmosphere.

- d. *Landscape Plan.* The landscape plan does a good job of providing accent to the buildings and frontages, softening some portions of elevations where larger wall expanses exist or utility areas, and improving the public realm and relationship of the site to the streetscape. Staff may still have some species and location recommendations to ensure longevity of plants and to be coordinated with final construction plans – particularly as it relates to street trees. Ideally, as many of the trees as possible should be located in the tree lawn between the sidewalk and curb. Where that is not possible due to limited space or other infrastructure considerations, the frontage locations are an acceptable alternate.
- e. *Building Elevations.* The elevations are consistent with the previous elevations but include more details on materials. Additionally, the two-story elements are mid-block on Second Street, and the end units nearest the Library on Church and Shawnee Streets. The materials are a limestone veneer, with cementitious lap siding (alternating green and blue pale hues), with dark grey trim, white or light grey shingles differentiate the massing of upper stories and gables, and use standing seam metal roofs.

B. Final Plat

The final plat is in substantial conformance with the approved preliminary plat, and meet all lot requirements of the R-MF-2 zoning and the preliminary development plan. Since this project is a single-lot plat with multi-unit buildings, the planning issues with the plat are routine and merely document the lot as a legal ownership within the bounds of the current rights-of-way on surrounding streets. The engineering and utility issues are the more important platting considerations, and are documented in the City Engineer's review and comments and included in the Planning Commission packet.

III. EFFECT OF DECISION

The Planning Commission makes a recommendation to the City Council on the Final Development Plan, since it is associated with the planned rezoning of the property. Approval of a Final Development Plan authorizes the applicant to prepare building plans and construction documents, and apply for permits demonstrating that they meet all applicable City standards and any conditions of the final development plan.

The Planning Commission approves final plats, however any dedication of land for public use must be accepted by the City Council (none in this case since all rights-of-way are established and all other utilities are in private easements). Upon approval by the Planning Commission (and acceptance of any public dedications), the applicant may record the plat with the County.

IV. STAFF RECOMMENDATION

Staff recommends approval of the Final Development Plan subject to:

1. The stormwater calculations and quantifications requested by the City Engineer be provided and all issues resolved prior to or in conjunction with construction permits.
2. The landscape plan is approved in concept with some final staff recommendations to be made on specific locations or species of plants – particularly the street trees – in coordination with construction plans.

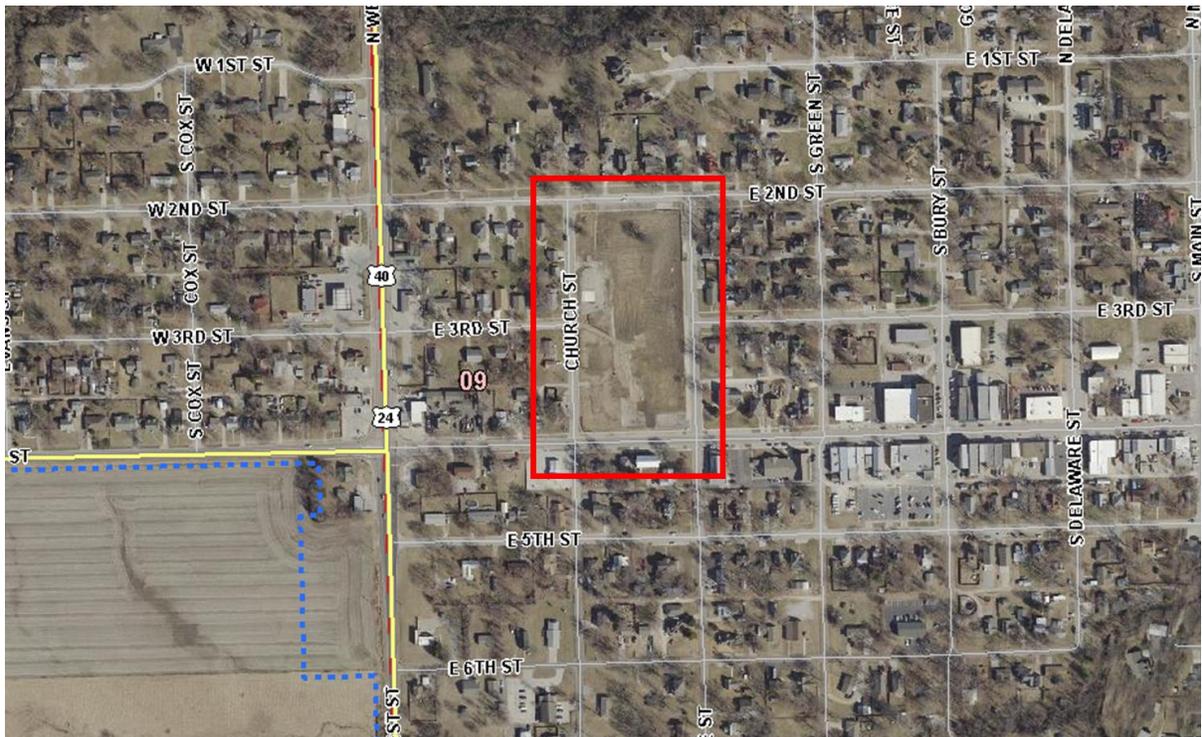
Staff recommends approval of the Final Plat subject to the City Engineer comments submitted with the Planning Commission packet.



Chris Brewster
Contract City Planner



Current City Zoning (property in red box now zoned R-SF)



Property



Future Land Use (Tonganoxie Comprehensive Plan 2006)



MEMO

To: George Brajkovic, City Manager
City of Tonganoxie

Cc: Dan Porter, Asst. City Manager
Chris Brewster, City Planner, Gould Evans
Melanie Tweedy, City of Tonganoxie
Kent Heskett, City Superintendent
Brian Lavery, PE, Continental Consulting Engineers, Inc.

From: Brian Kingsley, PE, City Engineer

Date: November 11, 2019

Re: Schoolyard Lofts
Development Construction Documents Review
19-1001L

Documents included in this review include:

Final Development Plan dated: 10-25-19

Final Plat dated: 9-4-19

Sanitary Sewer Construction plans dated: 10-25-19

Public Street and Water Main Construction plans dated 10-25-19

Stormwater Drainage Study dated: 10-25-19

The following are the City Engineer and staff review comments related to Engineering issues:

Final Development Plan:

- 1) Staff requests additional detail to quantify the amount of runoff and grading detail for storm water discharge at the Southwest corner of the site.

Recommendation: The City should consider approval of the Final Development Plan contingent upon the above items being addressed. We believe the details can be addressed at the staff level.

Final Plat:

- 1) The Final Plat appears to be in substantial compliance with the Preliminary Plat.

Recommendation: The City should consider approval of the Final Plat without contingency.

Sanitary Sewer Construction Plans:

- 1) The applicant is required to submit the construction plans to KDHE and obtain a permit for extension of the City Sanitary Sewer System. Applicant can coordinate with City Hall staff for example past permit.

Recommendation: The City should consider approval of the Sanitary Sewer Construction Plans contingent upon the applicant obtaining a KDHE permit. We believe the details can be addressed at the staff level.

Public Street and Water Main Construction Plans:

- 1) The applicant is encouraged to review sidewalk condition along the East side of Church Street. The City does not have any plans for replacement of this sidewalk in their CIP.
- 2) The traffic control plan shows closing portions of Church Street, 2nd Street and Shawnee Street.
 - a. Closing of portions of Streets should occur on a limited basis for short durations to accommodate construction.
 - b. The contractor shall be required to notify the City Superintendent prior to closing any public street during construction.
- 3) Eliminate the air release valve at Sta. 1 + 80.
- 4) 4" water service lines crossing streets need to be separated by a minimum of 3' measured center of pipe to center of pipe.
- 5) Typical water meter vault detail. Consider lowering the bottom of the vault by 1' and adding 6" washed rock in the bottom of the vault. Consider running a 10' corrugated drain tile out of the vault to allow water to drain. Details to be worked out with City Superintendent.

Recommendation: The City should consider approval of the Public Street and Water Main Construction Plans contingent upon the above items being addressed. We believe the details can be addressed at the staff level.

Stormwater Drainage Study:

- 1) The Stormwater Drainage Study documents a reduction in the rate of storm water discharge from the site from the prior developed state consisting of a school.

Recommendation: The City should consider approval of the Stormwater Drainage Study without contingency.

--END

For questions or comments, please contact:

Brian Kingsley, PE

President

Direct: 785-727-7261

E: brian.kingsley@bgcons.com

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

This Amended and Restated Memorandum of Understanding (this "MOU") is made and entered into on this ____ day of _____, 2019 by and among Tonganoxie Unified School District No. 464 (the "School District"), the Tonganoxie Police Department (the "TPD"), the Leavenworth County Sheriff's Office (the "Sheriff"), and the Leavenworth County Attorney's Office (the "County Attorney") (each a "Party" and collectively, the "Parties").

WHEREAS, the Parties previously entered into that certain Memorandum of Understanding dated June 20, 2017 (the "Original MOU") related to the referral of school-based behaviors to law enforcement and/or the juvenile justice system;

WHEREAS, the Parties desire to amend and restate the Original MOU in order to supersede the Original MOU with this MOU and to update certain other provisions of their agreement with respect to the subject matter thereof, all as more particularly set forth in this MOU.

I. PURPOSE OF MOU

- A. The Parties hereby understand and agree that this MOU shall be deemed to fully amend, restate, and supersede the Original MOU.
- B. The purpose of this MOU is to establish an understanding among the Parties involved in the referral of school-based behaviors to law enforcement or the juvenile justice system. The goal of this MOU is to reduce such referrals and protect public safety. The Parties understand and agree that each Party will use its best efforts to comply with the terms and conditions of this MOU.
- C. The Parties acknowledge and agree that decisions affecting the filing of a complaint against a student and whether to restrain a student and place a student in secure detention should not be taken lightly. This MOU delineates the responsibilities of each Party when the School District is required to report student behavior under Kansas law and when the School District needs the assistance of the TPD, the Sheriff and/or the County Attorney to protect the safety of all students or an individual student in order to promote the best interests of students and the community. The County Attorney takes no position as to the decision to restrain a student or place the student in secure detention. The decision to restrain or secure a student must be resolved by the School District, the TPD and/or the Sheriff in accordance with their policies and procedures and upon the advice of their respective legal counsel.
- D. The Parties further acknowledge that avoiding the formal arrest, handcuffing, and transportation of a student to the Leavenworth Juvenile Detention Center ("JDC") may help the student avoid being negatively labeled.

- E. The Parties acknowledge and agree that this MOU is a cooperative effort among the public agencies named herein to establish guidelines for the referral of school-based behaviors to law enforcement or the juvenile justice system with the goal of reducing such referrals and protecting public safety. The Parties further acknowledge and agree that the guidelines contained herein are intended to establish uniformity in the referral of school-based behaviors to law enforcement or the juvenile justice system while simultaneously ensuring that each case is addressed on an individual basis to promote a response proportional to the various and differing facts that affect each student's case. The County Attorney acknowledges this preference but advises other Parties to this MOU that it cannot delegate certain obligations requiring legal analysis and its discretion as a prosecutor primarily relating to the decision to pursue or decline prosecution in a particular matter. The County Attorney will act at all times consistent with its statutory and ethical obligations as specifically set out in the Kansas Rules of Professional Conduct, including but not limited to Rule 3.8 (Advocate: Special Responsibilities of a Prosecutor); the American Bar Association's Standards for Criminal Justice: Prosecution and Defense Function, including but not limited to Rule 3-3.2 (Relationships with Law Enforcement), Rule 3-3.3 (Relationship with Courts, Defense Counsel and Others), and Rule 3-4.2 (Decisions to Charge Are the Prosecutor's); and the National District Attorneys Association's National Prosecution Standards, including but not limited to Rule 4-11.1 (Prosecutorial Responsibility). All of the aforementioned rules make the charging decision solely the domain of the prosecutor.
- F. The Parties acknowledge and agree that the matter in which each student incident is handled by the TPD, Sheriff, School District, and/or JDC is dependent upon the many factors unique to each student that include, but are not limited to, the student's background, present circumstances, general demeanor and disposition toward others, discipline record, mental health status, individualized education program ("IEP"), crisis plan, behavior intervention plan, criminal record, and other factors. Therefore, the Parties acknowledge that students involved in the same incident or similar incidents may receive different and varying responses depending on the specific facts relating to the student's behavior and the above factors.
- G. The Parties acknowledge and agree that when responding to a disturbance at a school within the School District, the TPD and/or Sheriff law enforcement officers will inquire whether the school involved has exhausted the School District's conflict resolution alternatives before making an arrest or removing the student unless a greater public safety concern exists.
- H. The Parties agree that a cooperative effort will be made to coordinate services to ensure that students who do not meet criteria for placement in JDC or do not

present a high risk to re-offend are not detained and instead are appropriately placed with parent(s), guardian(s) or in another appropriate setting.

II. DEFINITIONS

- A. "Behavior intervention plan" means a plan traditionally created by a team of School District staff and parents that includes strategies, including positive behavioral interventions and supports, designed to prevent behavior that impedes a child's learning or that of others. If a behavior intervention plan is developed by a student's IEP team, it shall become part of the student's IEP.
- B. "Campus police officer" means a school security officer designated by the School District's board of education pursuant to K.S.A. 72-6146, and amendments thereto.
- C. "Crisis plan" means steps to follow and who to contact when a student escalates to a crisis level and/or appears to be in danger of harming self or others.
- D. "Individualized Education Program" or "IEP" means a written statement for each exceptional child that is developed, reviewed and revised in accordance with the provisions of K.S.A. 72-3429, and amendments thereto.
- E. "Law enforcement officer" and "police officer" mean a full-time or part-time salaried officer or employee of the State, a county or a city, whose duties include the prevention or detection of crime and the enforcement of criminal or traffic laws of this State or of any Kansas municipality, pursuant to K.S.A. 74-5602(g), and amendments thereto. For purposes of this MOU, this term shall include "campus police officer" and "school resource officer."
- F. "School-based behaviors" means:
 - 1. Willful violation of any published policy for student conduct adopted or approved by the School District's board of education;
 - 2. Conduct which substantially disrupts, impedes or interferes with the operation of any public school;
 - 3. Conduct which endangers the safety of others or which substantially impinges upon or invades the rights of others at school, on school property, or at a school supervised activity;
 - 4. Conduct which, if the pupil is an adult, constitutes the commission of a felony or, if the pupil is a juvenile, would constitute the commission of a felony if committed by an adult;

5. Conduct at school, on school property, or at a school supervised activity, which constitutes the commission of a misdemeanor or, if the pupil is a juvenile, would constitute the commission of a misdemeanor if committed by an adult; or
 6. Disobedience of an order of a teacher, peace officer, school security officer or other school authority when such disobedience can reasonably be anticipated to result in disorder, disruption or interference with the operation of any public school or substantial and material impingement upon or invasion of the rights of others.
- G. “School resource officer” means a law enforcement officer or a police officer employed by the TPD or Sheriff who is assigned to the School District through an agreement between the TPD or Sheriff and the School District.
- H. “Student” means a child officially enrolled in a school within the School District.

III. TERMS OF MEMORANDUM OF UNDERSTANDING

- A. School-based behaviors will generally be referred to law enforcement or the juvenile justice system, when in the opinion of the School District's Superintendent or his/her designee, the student's behavior is so disruptive that it creates a reasonable and foreseeable risk of harm to self, others or property.

The Parties agree that the response to the commission of a school-based behavior should be determined by school staff and/or law enforcement officer(s) involved in the incident after reviewing the unique characteristics of each student including the student's discipline history and the facts of the specific behavior incident. The Parties agree that each incident will be addressed on a case-by-case basis to promote a uniform response proportional to the unique factors applicable to the student, the student's discipline history and the specific behavior incident. This Section III.A will not absolve the School District or any other Party to this MOU of their responsibility to fulfill their statutory obligations pursuant to K.S.A. 38-2223, commonly referred to as the “Mandatory Reporting Statute.” All parties to this MOU are reminded that failure to comply with the Mandatory Reporting Statute is a crime as is the interference of the making of the report by any individual. Moreover, the Parties acknowledge it is a crime for any employer to sanction any employee who makes a report pursuant to the Mandatory Reporting Statute.

- B. Any student arrested for a felony and/or who is on court supervision and those juveniles who are likely to flee or pose a public safety risk, shall be transported by the TPD or Sheriff to JDC or the Leavenworth County Jail. Ultimately, the decision is made by the law enforcement officer(s) involved in the incident in consultation with the school staff. Any student can be taken directly to JDC or

the Leavenworth County Jail for any offense if deemed appropriate by a law enforcement officer. The School District and/or law enforcement officer shall inform the County Attorney of the student's cooperation in this process. In any future proceedings, the County Attorney may take into consideration the student's conduct and/or cooperation.

IV. KANSAS STATUTES REQUIRING REPORTING TO LAW ENFORCEMENT – MANDATORY TRUANCY REPORTING, K.S.A. 72-3121

A. Mandatory Truancy Reporting Procedures.

1. K.S.A. 72-3121(a) requires the School District to report students who are not attending school as required by law (i.e., the child is inexcusably absent from school on either 3 consecutive school days, 5 school days in a semester or 7 school days in a school year, pursuant to K.S.A. 72-3121(c)(1)) to the Department for Children and Families (“DCF”) if the student is less than 13 years of age or to the County Attorney if the student is 13 years of age or more but less than 18 years of age.
2. Before reporting the student as truant, K.S.A. 72-3121(d)(1) requires the School District to personally deliver or mail the parent a written notice that if the student does not return to school within the school day after the notice is personally delivered or 3 school days after the notice is mailed, then the School District has to report the student as truant to DCF or the County Attorney.

B. The Parties agree that the required truancy reporting could be improved by the following:

Each school principal shall report all cases of truancy or suspected truancy and the residential address(es) of record to the TPD or Sheriff, and a law enforcement officer will check the welfare of the student in question.

V. KANSAS STATUTES REQUIRING REPORTING TO LAW ENFORCEMENT – KANSAS SCHOOL SAFETY AND SECURITY ACT, K.S.A. 72-6141 to 72-6145

- A. K.S.A. 72-6143(b) requires the School District to make an immediate report to the local law enforcement agency if any school employee knows or has reason to believe that an act has been committed at school, on school property or at a school-supervised activity and the act constituted the commission of a felony or misdemeanor or involved the possession, use or disposal of explosives, firearms or other weapons.
- B. The Parties agree that the required school safety and security reporting could be improved by the following:

School District shall report to the TPD and if the reported act occurred outside the TPD's jurisdiction, the TPD will forward the information to the Sheriff or other appropriate law enforcement agency.

VI. MANDATORY SCHOOL SAFETY VIOLATIONS REPORTING – SUSPENSION OF DRIVING PRIVILEGES, K.S.A. 72-6136

A. Mandatory Suspension of Driving Privileges Procedures.

1. K.S.A. 72-6136 requires the School District to report to the appropriate law enforcement agency whenever a pupil 13 years of age or older has possessed a weapon or illegal drug at school, on school property or at a school-supervised activity or engaged in an act or behavior at school, on school property or at a school-supervised activity which resulted in, or was substantially likely to result in, serious bodily injury to others.
2. The report shall be made as soon as practicable, but not later than 10 days from the date of the student's act.
3. Upon receipt of the report from the School District, the local law enforcement agency shall investigate the matter and give written notice to the Division of Motor Vehicles of the Kansas Department of Revenue (the "Division") of the incident as soon as practicable, but not later than 10 days from the date of receipt of the School District's report. Law enforcement must also give a copy of this notice to the pupil and the pupil's parent or guardian.
4. The Division shall suspend the pupil's driver's license or privileges to operate a motor vehicle for a period of one year.

B. The Parties agree that the required reporting of school safety violations regarding suspension of driving privileges could be improved as follows:

The School District shall maintain a list of students with lost driving privileges pursuant to K.S.A. 72-6136 and provide all Parties with access to this list.

VII. FREEDOM FROM UNSAFE RESTRAINT AND SECLUSION ACT, K.S.A. 72-6151 to 72-6158

A. K.S.A. 72-6153 prohibits the School District from using certain types of restraint and limits the School District's use of seclusion with students.

1. Emergency safety interventions (i.e., seclusion or physical restraint, as defined by K.S.A. 72-6152(g)) shall be used only when a student presents a reasonable and immediate danger of physical harm to such student or others with the present ability to effect such physical harm. Violent action that is

destructive to property may necessitate the use of an emergency safety intervention. Use of an emergency safety intervention shall cease as soon as the immediate danger of physical harm ceases to exist.

2. All School District personnel must be trained on the use of positive behavioral intervention strategies, de-escalation techniques and prevention techniques.
 3. If a student is physically restrained or secluded, the School District has extensive requirements regarding documenting the events and reporting to the student's parents and the Kansas State Department of Education.
- B. The Parties agree that the School District will contact the TPD and/or Sheriff regarding violent acts of students that result in the destruction of property and/or present a reasonable and immediate danger of physical harm.

VIII. KANSAS MANDATORY CHILD ABUSE REPORTING, K.S.A. 38-2223

- A. K.S.A. 38-2223 requires school employees and law enforcement officers to promptly report suspected child abuse.
1. The report may be oral or written and is to be made to DCF, except when DCF is not open for business, in which event the report shall be made to the appropriate law enforcement agency, pursuant to K.S.A. 38-2223(c)(1).
 2. The report must include, if known: the name and address of the child; the name and address of the child's parents or those responsible for the child's care; location of the child if not at the child's residence; the child's gender, race and age; the reason why the reporter suspects the child may be a child in need of care; if abuse or neglect or sexual abuse is suspected, the nature and extent of the harm to the child including any evidence of previous harm; and any other information that the reporter believes might be helpful in establishing the cause of the harm and the identity of persons responsible for harm.
 3. Teachers and other staff members may not always tell school administrators of the report, even though it is a recommended policy, as they are independent reporters under the law.
- B. The Parties agree that the required reporting of suspected child abuse is being followed judiciously. All School District employees who are subject to reporting responsibilities pursuant to K.S.A. 38-2223(a)(1)(C) will undergo annual training on their responsibilities. Such training will include information that failure to comply with K.S.A. 38-2223 or interference with compliance by another is a

crime, and it is a crime for any employer to sanction an employee who is complying with their responsibility to report.

IX. TPD ENFORCEMENT OF TRAFFIC LAWS ON SCHOOL PROPERTY

- A. K.S.A. 72-6528 allows the School District to agree that parking and traffic regulations of the City of Tonganoxie, Kansas (the "City") shall apply to all or part of the roads, streets and driveways on school grounds. Persons violating such regulations shall be subject to prosecution in the City's Municipal Court and the City may issue summonses for such violations.
- B. The School District hereby agrees and consents that the TPD may enforce the City's traffic regulations, and the Sheriff may enforce State statutes, on the roads or grounds of any School District property.
- C. Traffic enforcement on school property may encompass law enforcement officers' participation in State-sponsored safety programs; specifically, seatbelt awareness or other initiatives promoted by the Kansas Department of Transportation. Traffic violators shall be subject to prosecution in Municipal Court, and the City may issue summonses for applicable violations.

X. DURATION AND MODIFICATION OF THE MOU

- A. This MOU shall become effective immediately upon its execution by all Parties hereto and shall remain in full force and effect unless terminated in writing by any Party. Such termination shall be effective the day written termination is provided to all Parties. This MOU may be modified at any time by written amendment signed by all Parties.
- B. The Parties acknowledge and agree to meet annually or as often as the Parties deem necessary to provide oversight of this MOU by reviewing data and making recommendations on any needed modifications to the MOU. The School District will host and staff these oversight meetings.

IN WITNESS WHEREOF, the Parties hereto, intending to cooperate with one another, have executed this MOU on the date set forth below.

Loren Feldkamp, Superintendent
Tonganoxie USD 464

Date

Greg Lawson, Chief
Tonganoxie Police Department

Date

Andrew Dedeke, Sheriff
Leavenworth County Sheriff's Office

Date

Todd Thompson, County Attorney
Leavenworth County Attorney's Office

Date



Office of the City Manager
AGENDA STATEMENT

DATE: December 13, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Bilby, Administrative Assistant
SUBJECT: CMB Renewal Applications for Casey's General Store # 3780, G&P Country Market, Brother's Market, and Fastrax 1

DISCUSSION:

Applications have been received from Casey's General Store # 3780, G&P Country Market, Brother's Market, and Fastrax 1 for renewal of their Cereal Malt Beverage (CMB) License for 2020. In Kansas cities regulate related beer sales under 6.0% alcohol content, otherwise the applicant would require a state liquor license. Casey's General Store # 3780, G&P Country Market, Brother's Market, and Fastrax 1 have paid the \$75.00 fee and the Tonganoxie Police Department have reviewed available local criminal history records of the applicants as well as noted that there were not incidents over the prior year deemed necessary to report to the City Council when considering approval of the renewals.

BUDGET IMPACT:

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

RECOMMENDATION:

Make a motion to approve the CMB license for Casey's General Store # 3780, G&P Country Market, Brother's Market, and Fastrax 1 to sell retail cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

ATTACHMENTS:

CMB Application – Casey's General Store #3780
CMB Application – G&P Country Market
CMB Application – Brother's Market
CMB Application – Fastrax 1

cc: George Brajkovic, City Manager
Anna Krstulic, City Attorney
Dan Porter, Assistant City Manager
File

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of TONGANOXIE

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

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

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-201025921F-01

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

| | | | |
|--|--|--|---|
| Name of Corporation CASEY'S RETAIL COMPANY | | Principal Place of Business ONE SE CONVENIENCE BLVD | |
| Corporation Street Address ONE SE CONVENIENCE BLVD, PO BOX 3001 | | Corporation City ANKENY | State IA |
| | | Zip Code 50021 | |
| Date of Incorporation 04/14/04 | Articles of Incorporation are on file with the Secretary of State. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name C T CORPORATION SYSTEM | | Phone No. 785-233-5517 | |
| Residence Street Address 112 SW 7TH ST, SUITE 3C | | City TOPEKA | State KS |
| | | Zip Code 66603 | |

SECTION 3 – LICENSED PREMISE

| Licensed Premise (Business Location or Location of Special Event) | Mailing Address (If different from business address) |
|--|---|
| DBA Name CASEY'S GENERAL STORE #3780 | Name CASEY'S RETAIL COMPANY, ATTN: JAMIE DIETRICH |
| Business Location Address 500 WEST ST | Address PO BOX 3001 |
| City TONGANOXIE, KS 66086 | City ANKENY, IA 50021 |
| State | State |
| Zip | Zip |
| Business Phone No 913-845-2709 | <input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location. |
| Business Location Owner Name(s) CASEY'S RETAIL COMPANY | |

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

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

| | | | | |
|--|--|----------|-------|---------------|
| Name NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% OR MORE OF CORPORATE STOCK | | Position | | Date of Birth |
| Residence Street Address | | City | State | Zip Code |
| Spouse Name | | Position | | Date of Birth |
| Residence Street Address | | City | State | Zip Code |
| Name | | Position | | Date of Birth |
| Residence Street Address | | City | State | Zip Code |
| Spouse Name | | Position | | Age |
| Residence Street Address | | City | State | Zip Code |
| Name | | Position | | Date of Birth |
| Residence Street Address | | City | State | Zip Code |
| Spouse Name | | Position | | Age |
| Residence Street Address | | City | State | Zip Code |

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

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

| SECTION 5 – MANAGER OR AGENT INFORMATION | | |
|--|---|---|
| My place of business or special event will be conducted by a manager or agent. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, provide the following: | | |
| Manager/Agent Name PAMELA MCCORMACK | Phone No. 515-965-6555 X16500 | Date of Birth 01/05/56 |
| Residence Street Address 1305 OTOE ST | City MARYSVILLE | Zip Code 66508 |
| Manager or Agent Spousal Information* | | |
| Spouse Name N/A | Phone No. | Date of Birth |
| Residence Street Address | City | Zip Code |
| SECTION 6 – QUALIFICATIONS FOR LICENSURE | | |
| <p>Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p> | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p>Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p> | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| All of the individuals identified in Sections 4 & 5 are at least 21 years of age*. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| SECTION 7 – DURATION OF SPECIAL EVENT | | |
| Start Date | Time | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| End Date | Time | <input type="checkbox"/> AM <input type="checkbox"/> PM |

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 ½" by 11" drawing attached.



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

SIGNATURE Julia J. Jackowski DATE 10/7/19

FOR CITY/COUNTY OFFICE USE ONLY:

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

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

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

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

Clear Form

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Tonganoxie, KS

| SECTION 1 – LICENSE TYPE | | | |
|--|-------------|--|-------------|
| Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit | | | |
| Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises. | | | |
| SECTION 2 – APPLICANT INFORMATION | | | |
| Kansas Sales Tax Registration Number (required): 004-470962776F-01 | | | |
| I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application) | | | |
| Name of Corporation Brothers Market 5, Inc | | Principal Place of Business Tonganoxie, KS | |
| Corporation Street Address 10415 NW Beaver Drive | | Corporation City Johnston | State IA |
| Date of Incorporation 05/29/2014 | | Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Resident Agent Name Richard Swedo | | Phone No. 913-845-2949 | |
| Residence Street Address 319 Ridge St | | City Tonganoxie | State KS |
| SECTION 3 – LICENSED PREMISE | | | |
| Licensed Premise (Business Location or Location of Special Event) | | Mailing Address (If different from business address) | |
| DBA Name Brothers Market | | Name Brothers Market | |
| Business Location Address 319 Ridge St | | Address PO Box 915 | |
| City Tonganoxie, | State KS | City Tonganoxie | State KS |
| Zip 66086 | | Zip 66086 | |
| Business Phone No. 913-845-2949 | | <input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location. | |
| Business Location Owner Name(s) | | | |
| SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK | | | |
| List each person and their spouse*, if applicable. Attach additional pages if necessary. | | | |
| Name Jay DeVries | | Position CEO | |
| Date of Birth 01/13/1984 | | | |
| Residence Street Address 10415 NW Beaver Drive | | City Johnston | State IA |
| Zip Code 50131 | | | |
| Spouse Name | | Position | |
| Date of Birth | | | |
| Residence Street Address | | City | State |
| Zip Code | | | |
| Name Darlan Devries | | Position Vice President | |
| Date of Birth 04/05/1975 | | | |
| Residence Street Address 1916 N 172nd Circle | | City Omaha | State NE |
| Zip Code 68118 | | | |
| Spouse Name | | Position | |
| Age | | | |
| Residence Street Address | | City | State |
| Zip Code | | | |
| Name Jared Devries | | Position Vice President | |
| Date of Birth 06/11/1976 | | | |
| Residence Street Address 15342 Lambert Drive | | City Clear Lake | State IA |
| Zip Code 50428 | | | |
| Spouse Name | | Position | |
| Age | | | |
| Residence Street Address | | City | State |
| Zip Code | | | |

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

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

| SECTION 5 – MANAGER OR AGENT INFORMATION | | |
|---|---|---|
| My place of business or special event will be conducted by a manager or agent. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, provide the following: | | |
| Manager/Agent Name Richard Swedo | Phone No. 913-219-8183 | Date of Birth 10/06/1963 |
| Residence Street Address 319 Ridge St | City Tonganoxie | Zip Code 66086 |
| Manager or Agent Spousal Information* | | |
| Spouse Name | Phone No. | Date of Birth |
| Residence Street Address | City | Zip Code |
| SECTION 6 – QUALIFICATIONS FOR LICENSURE | | |
| Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| All of the individuals identified in Sections 4 & 5 are at least 21 years of age*. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| SECTION 7 – DURATION OF SPECIAL EVENT | | |
| Start Date | Time | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| End Date | Time | <input type="checkbox"/> AM <input type="checkbox"/> PM |

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

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



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

SIGNATURE Ryan Swain DATE 11-29-19

FOR CITY/COUNTY OFFICE USE ONLY:

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

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

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

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of TONGANOXIE

| SECTION 1 – LICENSE TYPE | | | |
|---|--|--|---------------------------------------|
| Check One: <input type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit | | | |
| Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises. | | | |
| SECTION 2 – APPLICANT INFORMATION | | | |
| Kansas Sales Tax Registration Number (required): <u>00-48-1233993-FO1</u> | | | |
| I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application) | | | |
| Name of Corporation <u>G&P COUNTRY MARKET</u> | | Principal Place of Business | |
| Corporation Street Address | | Corporation City | State |
| Date of Incorporation | | Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Resident Agent Name <u>Gwimeet Kawl</u> | | Phone No. <u>9138459157</u> | |
| Residence Street Address <u>9830 Skyview Lane</u> | | City <u>Lenexa</u> | State <u>KS</u> Zip Code <u>66220</u> |
| SECTION 3 – LICENSED PREMISE | | | |
| Licensed Premise (Business Location or Location of Special Event) | | Mailing Address (If different from business address) | |
| DBA Name <u>G&P Country Market</u> | | Name <u>PRITPAL SINGH</u> | |
| Business Location Address <u>1204 EAST 24-40 HWY</u> | | Address <u>9830 SKYVIEW LANE</u> | |
| City <u>TONGANOXIE</u> State <u>KS</u> Zip <u>66220</u> | | City <u>LENEXA</u> State <u>KS</u> Zip <u>66220</u> | |
| Business Phone No. <u>913-845-9157</u> | | <input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location. | |
| Business Location Owner Name(s) | | | |
| SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK | | | |
| List each person and their spouse*, if applicable. Attach additional pages if necessary. | | | |
| Name | | Position | |
| Residence Street Address | | City | State |
| Date of Birth | | Zip Code | |
| Spouse Name | | Position | |
| Residence Street Address | | City | State |
| Date of Birth | | Zip Code | |
| Name | | Position | |
| Residence Street Address | | City | State |
| Age | | Zip Code | |
| Spouse Name | | Position | |
| Residence Street Address | | City | State |
| Age | | Zip Code | |
| Name | | Position | |
| Residence Street Address | | City | State |
| Date of Birth | | Zip Code | |
| Spouse Name | | Position | |
| Residence Street Address | | City | State |
| Age | | Zip Code | |

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

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

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

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

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



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

SIGNATURE *And Sun* DATE 12-5-19

FOR CITY/COUNTY OFFICE USE ONLY:

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

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

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

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

Clear Form

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Tonganoxie

SECTION 1 - LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

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

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

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-451226308F-01.

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

| | | | |
|---|--|--|---|
| Name of Corporation <u>C-store operations LLL.</u> | | Principal Place of Business | |
| Corporation Street Address <u>6830 Kaw drive</u> | | Corporation City <u>Kansas city</u> | State <u>Ks</u> |
| Date of Incorporation <u>04/2011</u> | | Zip Code <u>66111</u> | Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name <u>Hanif Lachani</u> | | Phone No. <u>913-940-0416.</u> | |
| Residence Street Address <u>16001 Melrose st</u> | | City <u>Overland park</u> | State <u>Ks</u> |
| | | Zip Code <u>66221</u> | |

SECTION 3 - LICENSED PREMISE

| Licensed Premise (Business Location or Location of Special Event) | Mailing Address (If different from business address) |
|--|---|
| DBA Name <u>Fastoax</u> | Name |
| Business Location Address <u>420 Stone creek.</u> | Address |
| City <u>Tonganoxie</u> | City |
| State <u>Ks</u> | State |
| Zip <u>66086</u> | Zip |
| Business Phone No. <u>913-369-3314.</u> | <input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location. |
| Business Location Owner Name(s) <u>C-store operations LLL.</u> | |

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

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

| | | |
|---|------------------------------|------------------------------|
| Name <u>Hanif Lachani</u> | Position <u>owner</u> | Date of Birth <u>1007</u> |
| Residence Street Address <u>16001 Melrose st</u> | City <u>overland park</u> | State <u>Ks</u> |
| | Zip Code <u>66111</u> | |
| Spouse Name | Position | Date of Birth |
| Residence Street Address | City | State |
| | Zip Code | |
| Name | Position | Date of Birth |
| Residence Street Address | City | State |
| | Zip Code | |
| Spouse Name | Position | Age |
| Residence Street Address | City | State |
| | Zip Code | |
| Name | Position | Date of Birth |
| Residence Street Address | City | State |
| | Zip Code | |
| Spouse Name | Position | Age |
| Residence Street Address | City | State |
| | Zip Code | |

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

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

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

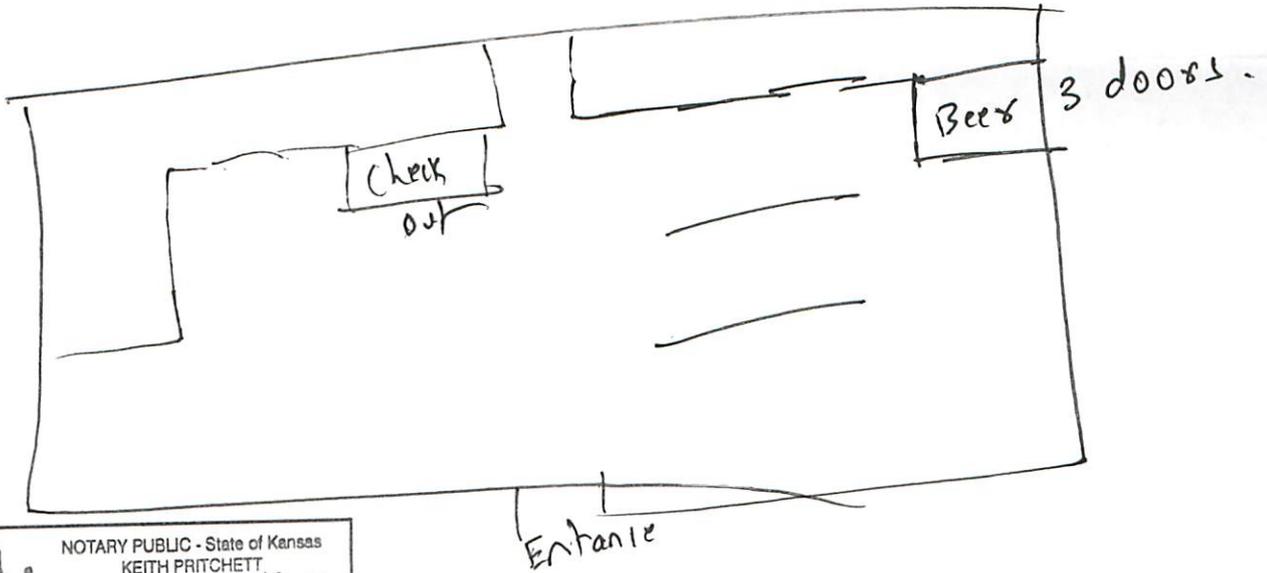
Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

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



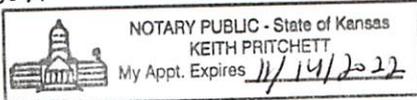
same as old.



State of Kansas
County of Johnson

12/3/2019

Keith



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

SIGNATURE *Keith* DATE 12/3/19.

FOR CITY/COUNTY OFFICE USE ONLY:

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

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

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

Clear Form



Office of the City Manager
AGENDA STATEMENT

DATE: December 13, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Melanie Bilby, Administrative Assistant
SUBJECT: Resolution 12-19-02: Defining the Boundaries of the City of Tonganoxie

DISCUSSION:

Kansas State Statute requires the City to certify the boundaries of the City limits each year and register the boundaries with the Leavenworth County Register of Deeds. The City Council last certified the boundaries in 2018 with Resolution 11-18-02. There were no boundary changes since last reviewed in November 2018. No adjustments made to the legal descriptions of the city boundaries included in draft Resolution 12-19-02.

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to pass Resolution 12-19-02, defining the boundaries of the City of Tonganoxie.

ATTACHMENTS:

Resolution 12-19-02

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager
Anna Krstulic, City Attorney

RESOLUTION NO. 12-19-02

WHEREAS, AS PRESCRIBED BY K.S.A. 12-517, THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS, DOES HEREBY DEFINE THE BOUNDARIES OF THE CITY OF TONGANOXIE AS FOLLOWS:

THE BOUNDARIES OF THE CITY OF TONGANOXIE, KANSAS ARE DEFINED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF US 24-40 HIGHWAY WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21), BEING 50.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SAID US 24-40 HIGHWAY TO A POINT 417.42 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE WEST 208.71 FEET; THENCE NORTH 208.71 FEET; THENCE EAST 50.00 FEET; THENCE NORTH 163.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF KANSAS HIGHWAY NO.16; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO.16 TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21); THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, NORTH, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE EAST 421.3 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 TO THE NORTHWEST CORNER OF ANNEXATION ORDINANCE NO. 1249; THENCE ALONG THE NORTH, EAST AND SOUTH LINES OF SAID ORDINANCE NO. 1249 THE FOLLOWING THREE COURSES: (1) S.89°44'50"E. (BEARING based on said ordinance no. 1249) 343.00 FEET; THENCE PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 (2) S.0°00'00"W. 635.00 FEET; THENCE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 (3) N.89°44'50"W. 343.00 FEET TO A POINT 421.3 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 8; THENCE PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, SOUTH, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE EAST TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION EIGHT (8); THENCE NORTH 3960.00 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21); THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, S.89°43'14"E. TO A POINT 1245.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE N.00°1'31"W.

350.00 FEET TO THE SOUTH LINE OF CITY ORDINANCE NO. 1146 THENCE ALONG THE SOUTH LINE OF SAID ORDINANCE NO. 1146, N.89°31'48"W. 55.21 FEET TO THE SOUTHWEST CORNER OF SAID ORDINANCE NO. 1146; THENCE ALONG THE WEST LINE OF SAID ORDINANCE NO. 1146, N.0°02'44"W. 916.29 FEET; THENCE ALONG THE NORTH LINE OF SAID ORDINANCE NO. 1146, N.89°58'29"E. 1300.48 FEET TO THE NORTHEAST CORNER OF SAID ORDINANCE NO. 1146 BEING ON THE EAST LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 5; THENCE ALONG THE EAST LINE OF SAID ORDINANCE NO. 1146 BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, S.0°01'31"E. 1277.53 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION FIVE (5); THENCE SOUTH 1320.00 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FOUR (4), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21); THENCE EAST 30.00 FEET; THENCE NORTH 425.00 FEET; THENCE EAST 500.00 FEET; THENCE SOUTH 425.00 FEET; THENCE EAST 790.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FOUR (4), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21); THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER(SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION FOUR (4) TO A POINT 902.31 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION FOUR(4); THENCE EAST TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION FOUR(4) 904.28 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION FOUR(4); THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER(SE1/4) OF SAID SECTION FOUR(4) TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER(SE1/4) OF SAID SECTION FOUR(4); THENCE EAST 1320.00 FEET; THENCE SOUTH 2640.00 FEET; THENCE EAST 20.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF U.S. 24-40 HIGHWAY; THENCE NORTH 50.00 FEET ALONG SAID RIGHT-OF-WAY LINE OF U.S. 24-40 HIGHWAY; THENCE EAST 100.00 FEET ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF U.S. 24-40 HIGHWAY; THENCE SOUTH 50.00 FEET ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF U.S. 24-40 HIGHWAY; THENCE EAST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF US 24-40 HIGHWAY TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF TONGANOXIE DRIVE, ALSO KNOW AS COUNTY ROAD NO.5; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO.5, TO A POINT THAT INTERSECTS THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21) SAID POINT BEING THE WESTERLY CORNER OF CITY ORDINANCE NO. 1145 DESCRIBED IN ORDINANCE 1145 AS BEING 575.33 FEET S.89°43'31"W. OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 21 EAST; THENCE ALONG THE SOUTHEASTERLY RIGHT OF

WAY LINE OF SAID TONGANOXIE ROAD BEING THE WEST LINE OF SAID ORDINANCE NO. 1145, N.41°15'45"E. 961.79 FEET; THENCE N.89°37'16"E. 706.70 FEET TO THE NORTHEAST CORNER OF SAID ORDINANCE NO. 1145 BEING ON A WEST LINE OF CITY ORDINANCE NO. 1140; THENCE ALONG THE WESTERLY LINE OF SAID ORDINANCE NO. 1140, N.0°22'44"W. 300.00 FEET TO A SOUTHWESTERLY CORNER OF SAID ORDINANCE NO. 1140; THENCE ALONG A SOUTH LINE OF SAID ORDINANCE NO. 1140, S.89°37'16"W. 440.98 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF LEAVENWORTH COUNTY ROAD NO. 5 BEING A WEST CORNER OF SAID ORDINANCE NO. 1140; THENCE ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 5 AND A NORTHWEST LINE OF SAID ORDINANCE NO. 1140, N.41°09'14"E. 1121.28 FEET TO A NORTHWEST CORNER OF SAID ORDINANCE NO. 1140 BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 AND THE NORTH LINE OF SAID ORDINANCE NO. 1140, S.89°59'38"E. 622.14 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 10 SOUTH, RANGE 21 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 AND THE NORTH LINE OF SAID ORDINANCE NO. 1140, N.89°51'01"E. 604.07 FEET TO A POINT 340.00 FEET S.89°51'01"W OF THE NORTHEAST CORNER OF SAID SECTION 3, SAID POINT BEING THE NORTHEAST CORNER OF SAID ORDINANCE NO. 1140; THENCE ALONG AN EAST LINE OF SAID ORDINANCE NO. 1140, S.0°10'52"E. 1802.59 FEET TO A SOUTHEAST CORNER OF SAID ORDINANCE NO. 1140; THENCE ALONG A SOUTH LINE OF SAID ORDINANCE NO. 1140, S.89°37'16"W. 585.70 FEET TO A SOUTHEASTERLY CORNER OF SAID ORDINANCE NO. 1140; THENCE ALONG AN EAST LINE OF SAID ORDINANCE NO. 1140, S.0°10'52"E. 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, N.89°37'16"E. TO THE NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 3 TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3, BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10; TOWNSHIP 11 SOUTH, RANGE 21 EAST; THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10 , SOUTHERLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 24-40; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 24-40, WESTERLY TO A POINT 128.60 FEET S.00°01'08"W. (BEING A BEARING DESCRIBED IN ANNEXATION ORDINANCE NO. 1118) AND 35.00 FEET N.89°39'36"E. OF THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF SAID ORDINANCE

NO. 1118, S.00°00'51"W. 289.65 FEET TO A NORTH LINE OF ANNEXATION ORDINANCE NO. 1111; THENCE ALONG A NORTH LINE OF SAID ORDINANCE NO. 1111, S.89°58'50"E. 294.74 FEET; THENCE ALONG A WEST LINE OF SAID ORDINANCE NO. 1111, N.00°01'40"W. 12.00 FEET; THENCE ALONG A NORTH LINE OF SAID ORDINANCE NO. 1111, S.89°47'30"E. 329.75 FEET; THENCE ALONG AN EAST LINE OF SAID ORDINANCE NO. 1111, S.00°04'27"E. 915.69 FEET TO THE SOUTHEAST CORNER OF SAID ORDINANCE NO. 1111 AND THE NORTHEAST CORNER OF ORDINANCE NO. 1158, BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE WEST 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION TEN (10), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21) BEING THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 21 EAST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 16 TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF LOT 1 IN HUNTER'S TEN OAKS SUBDIVISION PROJECTED EASTERNLY WITH THE EAST LINE OF SAID SECTION 16; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND THE EASTERLY PROJECTION THEREOF TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE WEST LINE OF SAID HUNTER'S TEN OAKS SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID HUNTER'S TEN OAKS SUBDIVISION TO A POINT 894.5 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE WEST A DISTANCE OF 487.00 FEET; THENCE NORTH 894.5 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINE (9), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21); THENCE WEST TO THE NORTHEAST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER OF (NE 1/4) OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 16; THENCE WEST TO THE SOUTHWEST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND ALONG THE SOUTH LINE OF EAGLE VALLEY REPLAT ADDITION N.89°42'10"W. (BEING AN ASSUMED BEARING) 1317.76 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER

OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16, N.89°46'52"W. 798.79 FEET; THENCE N.11°42'24"E. 837.80 FEET TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 2 IN EAGLE VALLEY SOUTH NO. 1; THENCE N.11°42'24"E. 214.12 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 IN SAID EAGLE VALLEY REPLAT ADDITION; THENCE ALONG A SOUTH LINE OF SAID EAGLE VALLEY REPLAT ADDITION N.89°51'17"W. 737.57 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE N.0°12'49"W. 290.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SIXTEEN (16), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP ELEVEN (11), RANGE TWENTY-ONE (21); THENCE N.89°18'24"W. (BEARING BASED ON ORD NO. 1316) 1316.53 FEET; THENCE N.18°21'30"E. 1564.49 FEET TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EAST PARALLEL TO AND 20 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 TO THE WEST RIGHT-OF-WAY LINE OF SAID US 24-40 HIGHWAY; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING;

ALSO: THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID US 24-40 HIGHWAY (BEING THE SAME LINE AS THE FIRST COURSE OF THIS DESCRIPTION), NORTH TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, S.89°21'38"W. 265.81 FEET TO THE SOUTHEAST CORNER OF ANNEXATION ORDINANCE NO. 1248; THENCE ALONG THE EAST NORTH AND WEST LINES OF THE SAID ORDINANCE NO. 1248 THE FOLLOWING FOUR COURSES; (1) ON A CURVE TO THE RIGHT WITH A RADIUS OF 249.77 FEET AN ARC LENGTH OF 60.17 FEET (CHORD OF SAID CURVE BEARS: N.67°53'06"W. 60.13 FEET; THENCE (2) ON A CURVE TO THE LEFT WITH A RADIUS OF 540.00 FEET AN ARC LENGTH OF 249.77 FEET (CHORD OF SAID CURVE BEARS: N.77°23'19"W. 247.55 FEET; THENCE (3) S.89°21'38"W. 145.07 FEET; THENCE (4) S.00°50'55"E. 80.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, S.89°21'30"W. TO A POINT 330 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH S.50°36'55" WEST 421.86 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 0°51'31" EAST 396.0 FEET ALONG THE SAID WEST LINE; THENCE SOUTH 89°11'59" WEST 659.9 FEET; THENCE SOUTH 00°51'45" WEST 149.5 FEET; THENCE SOUTH 89°11'59" WEST 288.75 FEET; THENCE SOUTH 05°05'54" WEST 148.5 FEET; THENCE SOUTH 68°31'45" WEST 1084.97 FEET; THENCE

SOUTH 00°52'00" EAST 82.5 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, BEING 46.19 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 89°11'59" EAST ALONG THE SOUTH LINE OF SAID SECTION 8 TO A POINT 220 RODS (3630 FEET) FROM THE SOUTHEAST CORNER OF SAID SECTION 8, BEING THE NORTHEAST CORNER OF SECTION 17; THENCE SOUTH 114 2/7 RODS (1885.71 FEET); THENCE EAST TO A POINT 114 2/7 RODS SOUTH AND 2019.5 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 17; THENCE NORTH TO A POINT 2019.5 FEET WEST AND 663 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 17; THENCE EAST TO A POINT 1317 FEET WEST AND 663 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 663 FEET TO THE NORTH LINE OF SAID SECTION 17; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 17 (BEING THE SOUTH LINE OF SAID SECTION 8) TO THE POINT OF BEGINNING.

LESS THE TOWNSHIP ROAD RIGHT-OF-WAY IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, AND IN THE NORTHWEST QUARTER OF SAID SECTION 17.

ALSO:

ANNEXATION ORDINANCE NO. 1286

THE NORTHWEST QUARTER (NW ¼) AND THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 21, TOWNSHIP 11, RANGE 21 EAST OF THE SIXTH P.M., LEAVENWORTH COUNTY, KANSAS LESS THAT PART TAKEN FOR ROAD PURPOSES.

ALSO:

ANNEXATION ORDINANCE NO. 1359

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ¼; THENCE NORTH 00° 01' 49" EAST FOR THE DISTANCE OF 300.23 FEET ALONG THE EAST LINE OF SAID SOUTHEAST ¼; THENCE NORTH 89° 50' 59" WEST FOR A DISTANCE OF 138.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 24-40 AND THE TRUE POINT OF BEGINNING, SAID POINT BEING A 1/2" BAR; THENCE NORTH 89° 50' 59" WEST FOR A DISTANCE OF 1180.80 FEET TO A 1/2" BAR; THENCE NORTH 00° 13' 05" EAST FOR A DISTANCE OF 701.24 FEET TO A 1/2" BAR CAPLS-1296; THENCE SOUTH 89° 39' 16" EAST FOR A DISTANCE OF 1276.02 FEET TO THE SAID WESTERLY RIGHT OF WAY LINE AND A 1/2" BAR CAPLS-1296; THENCE SOUTH 00° 05' 54" EAST FOR A DISTANCE OF 132.44 FEET ALONG SAID RIGHT OF WAY; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1204.56 FEET AND AN ARC LENGTH OF 275.41 FEET BEING SUBTENDED BY A CHORD BEARING SOUTH 06° 27' 06" WEST AND A CHORD DISTANCE 274.81 FEET ALONG SAID RIGHT

OF WAY; THENCE SOUTH 13° 00' 06" WEST FOR A DISTANCE OF 298.78 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, LESS ANY PART THEREOF TAKEN OR USED FOR ROAD PURPOSES, ACCORDING TO CERTIFICATE OF SURVEY, BOUNDARY LINE ADJUSTMENT FILED FEBRUARY 8, 2011, AS 2011 S002.

ALSO:

ANNEXATION ORDINANCE NO. 1361

COMMENCING AT THE NORTHEAST COMER OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 89 DEGREES 38' 04" WEST ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 45.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 24-40 FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03' 46" EAST ON THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 24-40 A DISTANCE OF 692.68 FEET; THENCE CONTINUING SOUTH 00 DEGREES 08' 16" EAST ON THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 24-40 A DISTANCE OF 472.65 FEET; THENCE NORTH 89 DEGREES 38' 04" WEST A DISTANCE OF 1273.40 FEET; THENCE NORTH 00 DEGREES 14' 17" EAST A DISTANCE OF 1165.29 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 38' 04" EAST ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1266.66 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY DATED OCTOBER, 1989 AS JOB NO. LA-89- BY EBH & ASSOCIATES RECORDED JANUARY 31, 1990 IN SURVEY BOOK S-14, #13, COMMONLY KNOWN AS: 00000 CHIEFTAIN ROAD, TONGANOXIE, KANSAS 66086.

ALSO:

ANNEXATION ORDINANCE NO. 1410

THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, LESS 2 ACRES IN THE SOUTHEAST CORNER THEREOF, AND LESS THAT PART HERETOFORE TAKEN FOR HIGHWAY PURPOSES, AND ALSO KNOWN AS COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS; THENCE RUNNING NORTH 20 RODS; THENCE WEST 16 RODS; THENCE SOUTH 20 RODS; THENCE EAST 16 RODS TO THE PLACE OF BEGINNING, LESS THAT PART HERETOFORE TAKEN FOR HIGHWAY PURPOSES; AND

COMMENCING AT THE SOUTHEAST CORNER OF THE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KS; THENCE RUNNING NORTH 20 RODS; THENCE WEST 16 RODS; THENCE SOUTH 20 RODS; THENCE EAST 16 RODS TO THE PLACE OF BEGINNING, LESS THAT PART HERETOFORE TAKEN FOR HIGHWAY PURPOSES, (CONTAINING 1.41 ACRES MORE OR LESS), IN LEAVENWORTH COUNTY, KANSAS.

ALSO:

ANNEXATION ORDINANCE NO. 1436

TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 38'21" EAST FOR A DISTANCE OF 687.42 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 26'03" WEST FOR A DISTANCE OF 49.83 FEET TO THE WESTERLY LINE OF U.S. HIGHWAY 24 AS DESCRIBED IN CONDEMNATION CASE NO. 34555 AND REFLECTED ON SURVEY BY RICHARD T. SCHMIDT DATED DECEMBER 8, 2017; THENCE CONTINUING SOUTH 88 DEGREES 26'03" WEST FOR A DISTANCE OF 208.71 FEET AS ESTABLISHED FROM SURVEY BY RICHARD T. SCHMIDT; THENCE NORTH 01 DEGREES 39'12" WEST FOR A DISTANCE OF 270.00 FEET AS ESTABLISHED FROM SURVEY BY RICHARD T. SCHMIDT; AND TO THE APPARENT SOUTHWEST CORNER OF JOHN EVANS SUBDIVISION #1 AS PLATTED; THENCE NORTH 88 DEGREES 26'03" EAST FOR A DISTANCE OF 208.71 FEET TO THE SAID WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 24; THENCE SOUTH 01 DEGREES 39'12" EAST FOR A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS, THAT THE ABOVE BOUNDARY DESCRIPTION IS HEREBY ADOPTED AND APPROVED AS THE OFFICIAL BOUNDARIES OF THE CITY.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS THIS 16TH DAY OF DECEMBER, 2019.

JASON K. WARD, MAYOR

ATTEST:

PATRICIA C. HAGG, CITY CLERK

Library Project Budget Report - As of 2019-12-12

| Land Acquisition Costs | Budget | Actual Costs Incurred | Balance Remaining |
|---|------------------|-----------------------|-------------------|
| Land Purchase | 195,149.00 | 192,921.94 | 2,227.06 |
| Geotech | 7,500.00 | 3,250.00 | 4,250.00 |
| Special Inspections | 27,629.00 | - | 27,629.00 |
| Topographical Survey | 3,500.00 | - | 3,500.00 |
| Subtotal Land Acquisition Liabilities | 233,778 | 196,172 | 37,606 |
| Pre-Construction, Design, and Construction Liabilities - JE Dunn | Budget | Actual Costs Incurred | Balance Remaining |
| SAPP Design and Preconstruction JE Dunn | 386,000.00 | 371,466.00 | 14,534.00 |
| Construct and Equip Library Facility (Design-Build Contract) | 3,130,222.00 | 1,548,195.00 | 1,582,027.00 |
| | | - | - |
| | | - | - |
| Subtotal Pre-Construction & Design Liabilities - JE Dunn | 3,516,222 | 1,919,661 | 1,596,561 |
| | Budget | Actual Costs Incurred | Balance Remaining |
| Total Project Liabilities (not including issuance costs) | 3,750,000 | 2,115,833 | 1,634,167 |

City of Tonganoxie Financial Report

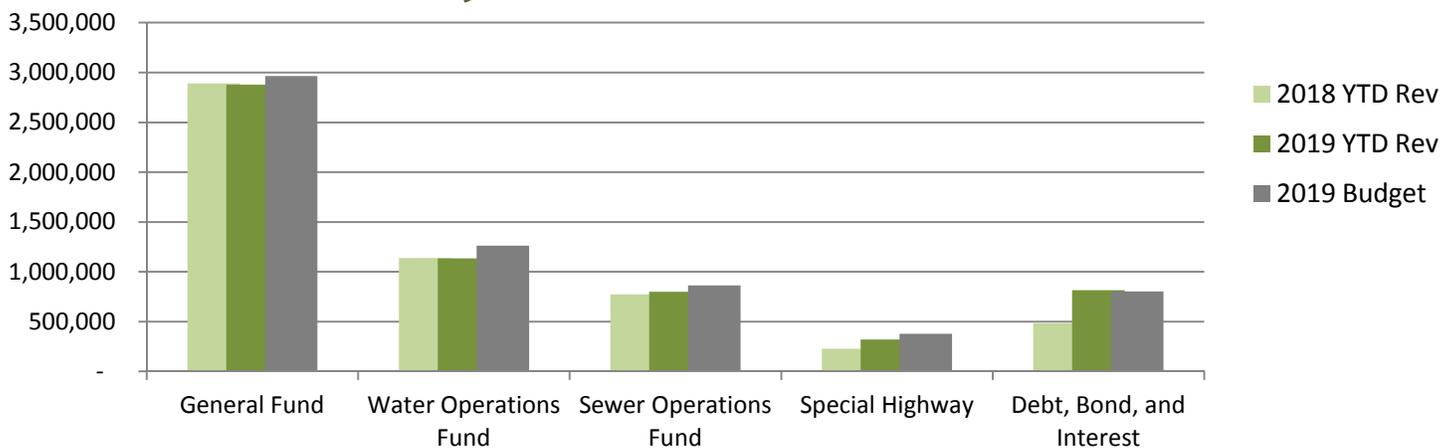
Nov-19

Significant Events in Most Recent Period

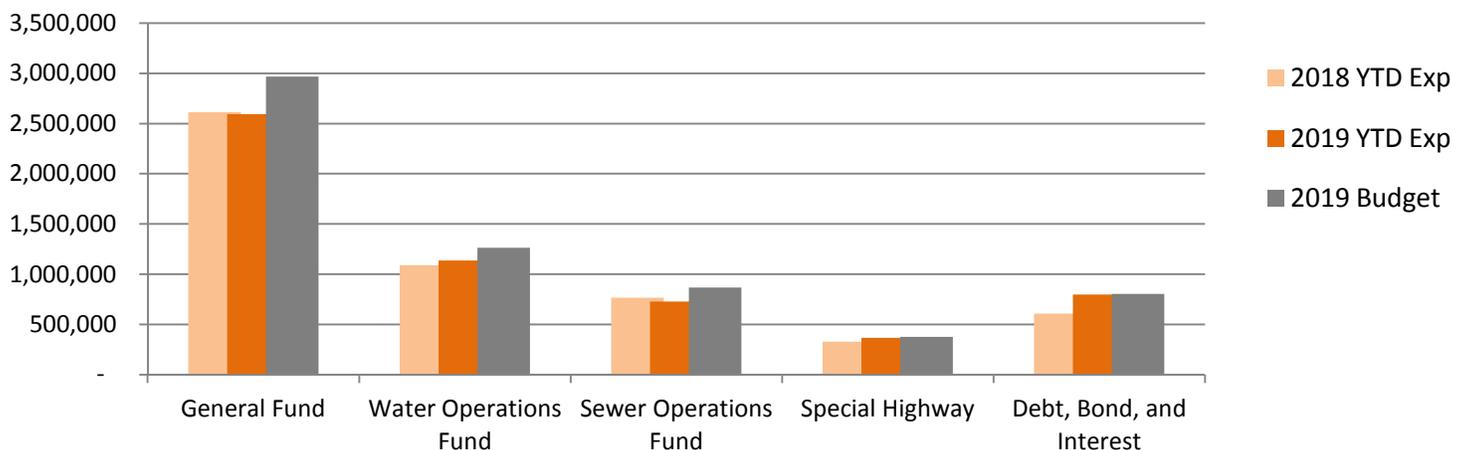
| |
|---|
| Spent 87% of budget authority in all funds YTD |
| Paid \$100,000 LVCO CR1 Debt Repayment for 2019 |
| Paid JE Dunn Pay App #9 |

| |
|---|
| Received 95% of budgeted revenue YTD |
| Completed payment for 2019 Street Maintenance |
| 169 total payments in November 2019 |

Major Fund Revenues



Major Fund Expenditures



General Fund

Principal funding mechanism for general services.

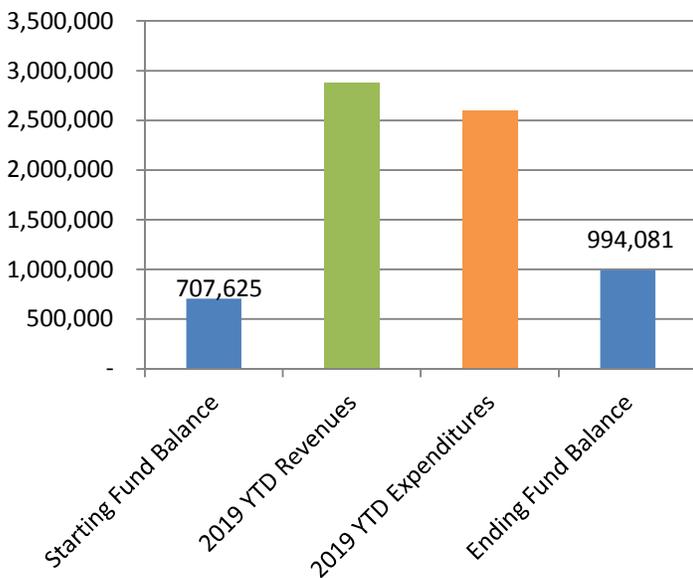
Revenue

Overall, collected 97% of General Fund revenues.
 Sales and Use Tax collection on track with budget due to good performance from Use Tax.
 Franchise Fees were slightly less than budgeted and Court Fines are down.
 Building Permits revenues are tracking at 200% of budget.

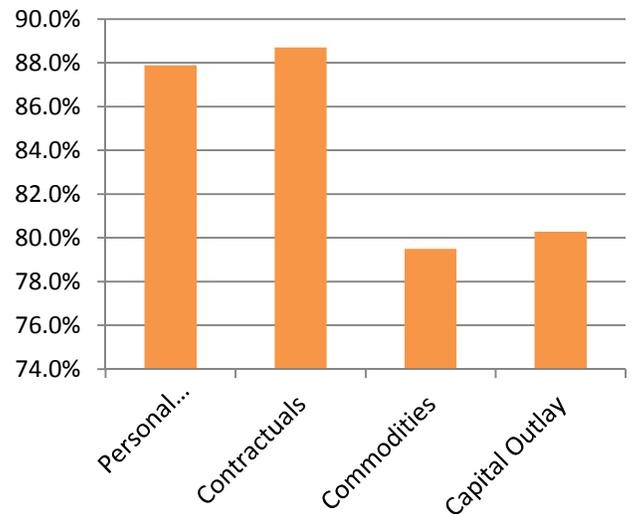
Expenditures

Overall, spent 87% of General Fund budget.
 Personal Services are at 88% of budget.
 Contractuals are slightly elevated but Commodities and Capital Outlay are less than budget.

Projected Fund Balance



% of Budget Spent by Category



YTD Property Tax Collections

| | |
|--------------|---------------------|
| \$ 1,311,445 | 108.7% of Budget |
|--------------|---------------------|

YTD Franchise Fee Collections

| | |
|------------|--------------------|
| \$ 276,512 | 90.4% of Budget |
|------------|--------------------|

YTD Sales & Use Tax Collections

| | |
|------------|---------------------|
| \$ 574,635 | 102.6% of Budget |
|------------|---------------------|

YTD Building Permit Collections

| | |
|------------|---------------------|
| \$ 120,325 | 200.5% of Budget |
|------------|---------------------|

Utility Funds

Enterprise Funds, operated in a similar manner to private enterprise, and capital funds to finance capacity and infrastructure.

Water Operations Fund

Revenue

Water Sales specifically were 92.5% of budget, which is slightly under pace compared to the prior year.

| Category | Receipts | Change from PY |
|----------------|--------------|----------------|
| Water Sales | 92.5% | -0.5% |
| Debt Surcharge | 97.2% | 1.7% |
| Other Fees | 70.0% | -1.3% |
| Total | 89.9% | -0.1% |

Sewer Operations Fund

Revenue

Sewer sales met budget projections through November.

| Category | Receipts | Change from PY |
|-------------------|--------------|----------------|
| Sewer Sales | 93.2% | 3.0% |
| Debt Surcharge | 88.5% | 1.8% |
| Sewer Inspections | 89.4% | 14.7% |
| Total | 92.6% | 3.6% |

Sanitation Fund

Revenue

The total number of billed accounts continues to increase from last year, which impacts budget authority for expenditures.

| Category | Receipts | Change |
|--------------------|----------|--------|
| Sanitation Charges | 89.1% | 2.8% |

Storm Water Fund

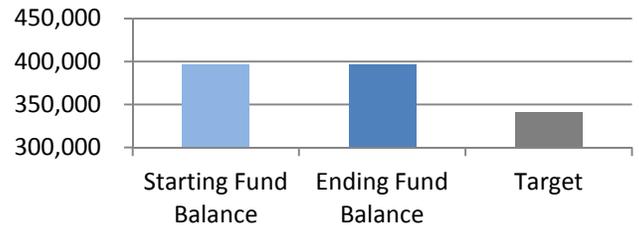
Revenue

Collected revenue for only part of 2018, as fees were enacted in spring 2018. 2019 revenue is tracking according to budget.

| Category | YTD Collections |
|---------------------|-----------------|
| Storm Water Charges | 38,498 |

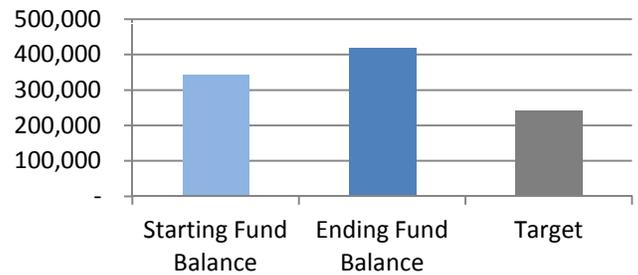
Expenditures

Commodities and capital outlay are on track with budget, while Contractuals are elevated. Budgeted transfers are only made on a quarterly basis, so only 3 quarters are recorded. Target fund balance is based on YTD revenues.



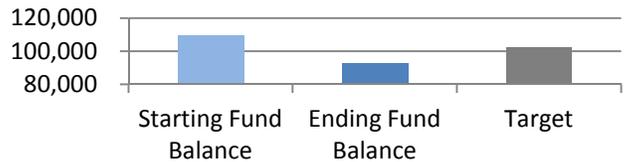
Expenditures

More expenditures in the capital outlay and commodities category are anticipated before the end of the year.



Expenditures

94% of budget. Largely a pass through, so staff recommend a budget amendment.



Expenditures

Only minor expenditures have been completed as the fund is building up available resources before addressing larger projects in 2020.

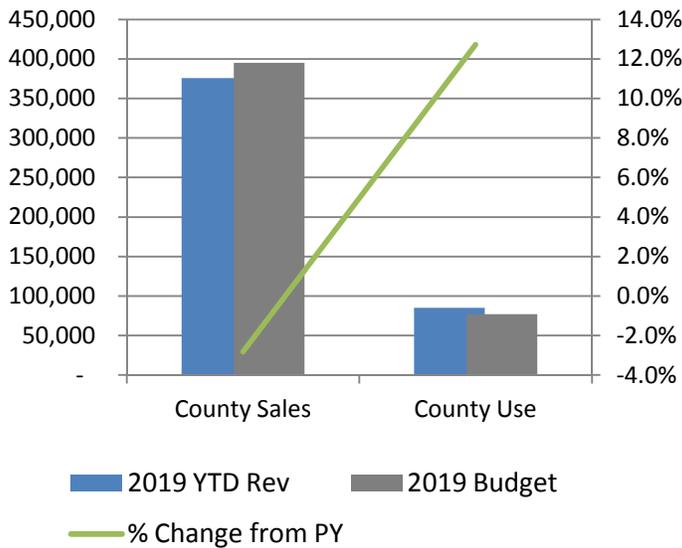
Cap Projects and Debt Funds

County Road 1 debt, capital projects, and debt service payments.

Capital Projects Fund

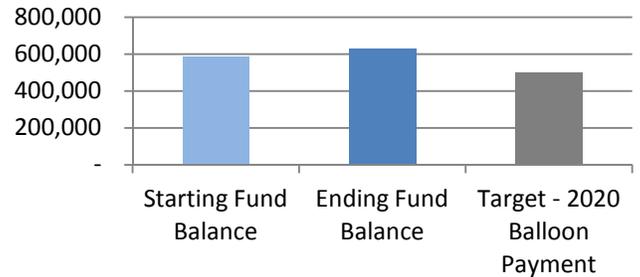
Revenue

Some revenue is derived from transfers from other funds, but the majority in this fund is from the City's share of County Sales and County Use taxes. County Sales Tax is behind pace from last year but County Use Tax is still tracking ahead of pace for budget.



Expenditures

\$100,000 CR1 Debt payment was made in November 2019, with a balloon payment planned in 2020. Fund balance is being built up intentionally in advance of this payment.



Debt, Bond, and Interest Fund

Revenue

Property Tax is the largest source of revenue in this fund, and it came in at 101% of budget in 2018. Revenue is on track in 2019. Certain debt service payments like the 2018A Library issuance are funded by transfers from other funds dedicated to supporting those issuances (Infrastructure sales tax).

Expenditures

Made 11 scheduled debt service payments in 2019. The next scheduled debt payment is in December. The \$65,925 payment for interest associated with the Series 2018A Library GO Bonds was paid in February 2019, and the \$195,925 payment for principal and interest on the Series 2018A Library GO Bonds was paid in August 2019.

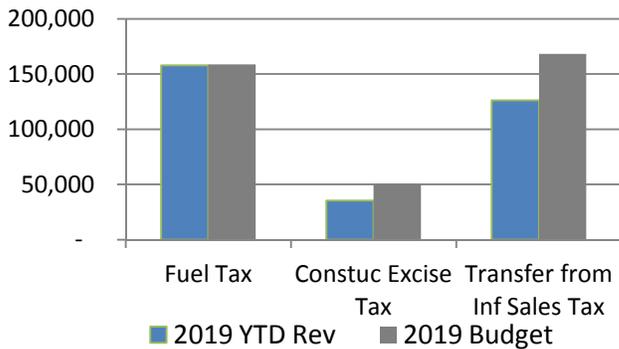
Special Revenue Funds

Funds restricted in use based on source and type of revenue collected.
Street and Infrastructure Maintenance Funds

Special Highway Fund

Revenue

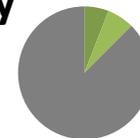
The special highway fund receives funding from 3 primary sources: fuel tax distributions, construction excise taxes on development, and transfers from other funds like the Infrastructure Sales Tax Fund. In 2019, each funding source either met or exceeded budgeted collections. Through the current month, the City has collected revenue on par with budget.



Expenditures

All major expenditures in 2019 are completed. Major services included mill and overlay and chip seal treatments. From 2018 - 2019, dedicated funding from the 3/4 cent infrastructure sales tax allowed for treatment of 34% of the City's overall street network.

2019 Activity

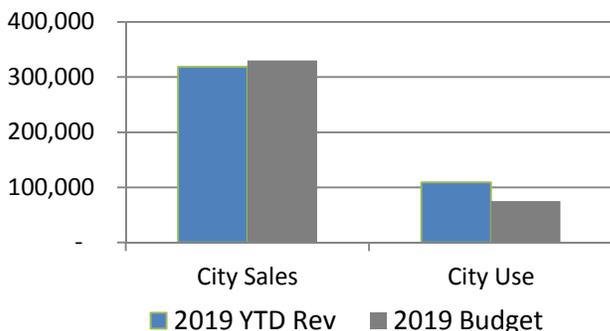


- Asphalt Rejuvenation
- Mill and Overlay or Chip Seal
- Unimpacted Network

Infrastructure Sales Tax Fund

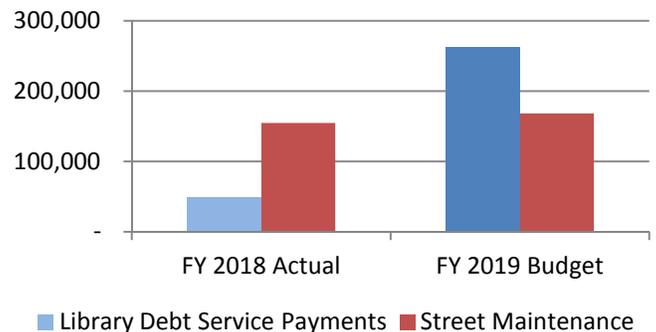
Revenue

Collections of the general purpose sales tax dedicted to funding infrastructure improvements, including the construction of a new Library, on track with budget in sales tax and almost 20% over budget in use tax. The net of these two revenues is slightly over budget.



Expenditures

The third quarterly transfer of funds was completed for 2019, along with the entirety of transfers for debt service payments.



Special Revenue Funds

Funds restricted in use based on source and type of revenue collected.

Utility Capital Funds

| Fund | Beg. Fund Balance | YTD Rev | YTD Exp | End. Fund Balance | Change |
|----------------------|-------------------|---------|---------|-------------------|--------|
| Water Capital | 233,218 | 52,550 | 51,059 | 234,709 | 1,491 |
| Sewer Capital | 304,385 | 62,275 | 51,469 | 315,191 | 10,806 |

Public Safety Capital Funds

| Fund | Beg. Fund Balance | YTD Rev | YTD Exp | End. Fund Balance | Change |
|-----------------------|-------------------|---------|---------|-------------------|--------|
| Fire Capital | 128,134 | 126,700 | 101,404 | 153,430 | 25,296 |
| Police Capital | 29,271 | 26,637 | 11,262 | 44,646 | 15,375 |

Other Funds

| Fund | Beg. Fund Balance | YTD Rev | YTD Exp | End. Fund Balance | Change |
|----------------------|-------------------|---------|---------|-------------------|---------|
| Special Parks | 15,702 | 5,061 | 6,469 | 14,295 | (1,407) |