



*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 November 18, 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) Consideration of Revisions to Draft Parking on Unimproved Surfaces Policy

VI. New Business

- a) Resolution 12-19-01: Approval of 2020 Court Services Contract with the City of Leavenworth
- b) Consider Applicants for City Council Vacancy
- c) Review Memorandum of Understanding with USD 464 Regarding Referral of School Based Behaviors to Law Enforcement
- d) City Manager Agenda
 - 1. Urgent Needs Grant Update
 - 2. Library Project Update
- e) City Attorney Agenda
- f) Mayor Pro Tem Agenda
- g) City Council Agenda
- h) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting Minutes
November 18, 2019
7:00 PM Meeting

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

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

- Mr. Bennett addressed the City Council and notified the governing body that due to increasing personal and professional commitments he would be resigning his position on the City Council effective immediately. He added that he was glad to know that there are people interested in serving on the City Council in his place, and he thanked the other members of the governing body and City staff for their many efforts to improve the City. He shared that it had been an honor and a privilege to serve on the City Council.

- Mayor Pro Tem Himpel thanked Mr. Bennett for his service and excused him from the meeting.

II. Approval of Minutes – Regular meeting dated November 4, 2019

- **Ms. Patterson made a motion to approve the minutes from the November 4, 2019 City Council meeting.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

III. Consent Agenda

- a) Review bill payments
- Ms. Patterson asked for more information about the negative items listed in the check report.
- Mr. Porter shared that the negative amounts listed in the check report reflect a series of checks that were voided due to a printing error, and that the checks with numbering errors were reprinted as exhibited in the report.
- **Mr. Oroke 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.
- Mr. Himpel asked if the building official would have latitude in enforcing the policy.

- Mr. Brajkovic commented that the policy was designed to arm the City's codes officials with the ability to enforce the policy.
- Mr. Himpel shared that he believed that the appeals process should be designed to come to the City Council.
- Ms. Patterson commented that she believed that due to storm water impacts, parking in any yard should be prevented. She stated that she understands that public works uses curb cuts to identify a driveway and she felt that this may be a way to grandfather properties in more established neighborhoods. She also asked if this proposed policy was restricted to just residential properties.
- Mr. Brajkovic replied that the zoning ordinance includes related restrictions for non-residential zoning districts so the draft policy is largely intended to address the issue in residential areas.
- Ms. Stevens commented that she believed that the previously raised concerns about yard parking also included issues about the negative impact of hazardous chemicals emitted from vehicles but needed to balance against the property rights of individuals. She added that she believed this policy is a good compromise.
- Ms. Patterson stated that this compromise could unintentionally cause excess parking in backyards that will have adverse effects on City infrastructure. She noted that this could also cause a need for more screening and enforcement of the screening by City staff.
- Mr. Brajkovic stated that he appreciated the feedback as it helps staff to move forward.
- Ms. Stevens said that requiring residents to have improved surfaces for vehicles and boats that are in good working order, not leaking chemicals and so on, would put an undue burden and expense on them to add improved, hard surfaces. In that situation, property owners should be able to do what they would like on their property. She said that the focus should be more on junk vehicles for which the City already has an ordinance. She reiterated that this draft ordinance is a fair compromise.
- Mr. Oroke stated that he agrees that this is a good compromise, as long as there is a designated area for parking with a hard surface such as gravel. He also said that screening would benefit neighbors.
- Ms. Patterson asked for clarification on the backyard parking. She asked if the backyard was screened, whether parking would be allowed on an unimproved service.
- Mr. Brajkovic confirmed.
- Mr. Himpel stated that the policy may present another problem with building codes that prohibit screening or fences in the front yard.
- Mr. Brajkovic explained that they originally debated side yards in the draft. He said that there has been discussion of allowing parking in the rear yard without screening as long as there was an improved surface.
- Mr. Oroke stated that there should be some improvement to the ground to prevent the vehicle from sinking.
- Mr. Brajkovic clarified the direction that the City Council would like for staff to move forward with this ordinance.
- Ms. Patterson stated that she is not okay with parking on unimproved surfaces. She reiterated her concern that this will lead to unneeded strain on City infrastructure.
- Mr. Oroke stated his preference that vehicles should be parked on gravel at a minimum.
- Mayor Pro Temp Himpel sought comment from Jake Dale.
- Mr. Dale stated that he understood all aspects and points of view and wondered if we could limit the number of vehicles that can be parked in the yard.
- Mr. Brajkovic explained that the draft ordinance indicates that no more than 67% of the front yard can be covered by improved parking surface. He also explained that staff has considered language that would detail the requirements for the improved surface, such as the size and materials used. He noted that at this time the draft does not require a storm water review. He said that the next step would be for staff to review and refine this draft and return to the next council meeting with the updated draft.

VI. New Business

a) Ordinance 1478: Water and Sewer Rates Temporary Adjustment to Minimum Charges for Large Meters

- Mr. Porter introduced the item and presented the proposed amendment to the monthly minimum charges for water and sewer that would allow staff to develop and offer a program for 30-40 customers with large meters to consider incurring the cost to downsize the water meter on their property to a more appropriate size for the range of likely uses. Rates for the large meters would be adjusted to the 1" monthly minimum charge for 18 months.
- Ms. Patterson asked what the communication plans were for the rate adjustments.
- Mr. Porter replied that staff plan to include email communications, bill insert mailings, and a targeted effort to educate the specific property owners with large water meters about the temporarily delayed increases in monthly minimum charges and the option that might be offered to replace or downsize meters.
- **Mr. Oroke made a motion to approve Ordinance 1478, amending minimum monthly charges for large meters.**
- **Ms. Patterson seconded the motion.**
- **Vote of all ayes, motion carried.**

b) Consider Approval of Purchase of Ventilation Fan with Leighty Grant Proceeds

- Chief Zimbelman introduced the item and explained the proposed purchase of a battery operated ventilation fan with the funding received from the Leighty Trust Grant.
- Mr. Oroke asked about the size of the fan.
- Chief Zimbelman replied that the fan would be 18" in diameter.
- Ms. Patterson asked if the Fire Department prepares a version of the City's capital improvement plan.
- Chief Zimbelman replied that in response to analysis of the City's increasing emergency call volume, a needs assessment was being developed that would serve as a long term plan to meet the priority needs of the Fire Department.
- **Ms. Patterson made a motion to authorize staff to advance with the quote from Conrad Fire Equipment, Inc. to purchase a ventilation fan for an amount not to exceed \$4,618.09.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

c) Consider Approval of Purchase of Active Shooter Response Safety Equipment with Leighty Grant Proceeds

- Chief Lawson introduced the item and explained the proposed purchase of ballistic shields with the funding received from the Leighty Trust Grant.
- **Mr. Oroke made a motion to authorize staff to advance with a ballistic vest equipment order from Boyd products for an amount not to exceed \$3,000.**
- **Ms. Patterson seconded the motion.**
- **Vote of all ayes, motion carried.**

d) Consider Approval to Proceed with Geotechnical Borings as part of Interceptor Sewer Project

- Mr. Brajkovic introduced the item and explained that this is one aspect of the preliminary and final design efforts for the sanitary sewer extension from the waste water treatment plant to the Tonganoxie Industrial Park.
- Mr. Porter described how the purchase was proposed to be made from the remaining proceeds of the sale of property at the Industrial Park.

- **Ms. Stevens made a motion to authorize staff to execute a notice to proceed and draft agreement for geotechnical services associated with the Industrial Park Interceptor Sewer Project, subject to the review and approval of the City Attorney, for an amount not to exceed \$6,000.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**

e) Planning Commission Attendance Evaluation

- Mr. Brajkovic introduced the item and explained that the Planning Commission's bylaws were amended in 2017 in part to help address the issue of attendance.
- Zach Stoltenberg addressed the City Council and expressed interest in remaining on the Planning Commission, sharing that one of his absences was because he needed to recuse himself from the only item on the agenda for that meeting.
- Crystal Henson addressed the City Council and expressed interest in remaining on the Planning Commission, noting that she gave prior notice well in advance of the November 2019 absence due to a planned vacation and that one of the other two absences was due to a work conflict.
- Ms. Patterson asked for more clarification on the bylaws in reference to declaring a vacancy and appointing a new commissioner.
- Ms. Krstulic explained that the City Council may decide to declare a vacancy or continue consideration of the vacancy or appointments.
- Mr. Oroke stated that he appreciated both commissioners coming to the meeting to speak. He stated that serving on the Planning Commission is very important as they advise the City Council on development matters, and attendance by commissioners to the meetings is very important.
- Mr. Brajkovic explained that due to the recent City Council election, which involves one commissioner leaving the Planning Commission to join City Council, staff considered this an appropriate time to bring the attendance record to City Council and open the application process for available positions.
- Mr. Himpel stated that the City Council needed to determine whether to declare the vacancies on the Planning Commission.
- Ms. Patterson stated that attendance is important, but she did not wish to declare the two vacancies at this time.
- **Ms. Patterson made a motion that City Council not declare any additional vacancies at this time.**
- **Motion failed for lack of second.**

- **Mr. Oroke made a motion to place the two commissioners in violation of the attendance policy on probation for three months with no absences during that time. If an additional absence is recorded for either commissioner, the matter will come back before the City Council to consider declaring a vacancy.**
- **Ms. Patterson seconded.**
- **Vote of all ayes, motion carried.**

f) City Manager Agenda

1. Urgent Needs Grant Update

- Mr. Brajkovic stated that the Urgent Need Grant is underway, but the notice to proceed for the construction project was being delayed at the direction of the Kansas Department of Commerce due to a comment period for an environmental review.

2. Library Project Update

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

3. October 2019 Financial Report

- Mr. Porter delivered an update on the October 2019 Financial Report, which included that all funds were under annual expenditure limits but that a budget amendment was anticipated for the Sanitation Fund.

g) City Attorney Agenda

h) Mayor Pro Tem Agenda

- Mr. Himpel noted the City Council vacancy with the resignation of Dave Bennett and the need for discussion on how this will be filled.
 - Mr. Brajkovic explained the process of how an appointment would be made. He stated that the council has 60 days to make the appointment or a special election would be required. January 6th would be the last regular City Council meeting prior to the January 17th deadline for appointment.
 - Ms. Stevens asked if the appointments would be made using the same application as the last two openings.
 - Mr. Brajkovic stated that for the last City Council vacancy due to resignation, there was an application process that was open for approximately 40 days.
 - Ms. Patterson stated that if they wait until the January 6th City Council meeting, the mayor would be new and she wondered if this would be something to consider in timing.
 - Ms. Krstulic offered clarification on the process and timing.
 - City Council further discussed the timeline and options of appointing this year versus next year.
 - Mr. Oroke noted that an election occurred 13 days ago, and there were people who took the time and effort to run in that election so an application process should not be necessary.
- **Ms. Patterson made a motion that staff publish the notice for the opening the week of 11/18/19 and close applications on 12/27/19 with City Council to review for appointment on 1/6/19.**
 - **Ms. Stevens seconded.**
 - **Motion failed, vote of 2-2.**
 - **Ms. Stevens made a motion that staff publish the city council opening the week of 11/18/19 with the appointment date to be determined at a future City Council meeting.**
 - **Ms. Patterson seconded.**
 - **Vote of 3 ayes, 1 no (Mr. Oroke). Motion carried.**
- i) City Council Agenda
 - j) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

- **Ms. Patterson made a motion to adjourn the meeting.**
- **Mr. Oroke seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:55 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0400	LEAVENWORTH COUNTY CLERK	11/22/2019	Regular	0	100000	46960
0861	GBA ARCHITECTS ENGINEERS	11/22/2019	Regular	0	42433.5	46953
0051	BG CONSULTANTS INC	11/22/2019	Regular	0	32755.25	46946
0056	BLUE CROSS AND BLUE SHIELD	11/22/2019	Regular	0	32324.7	46947
0059	Kansas City Board of Public Utilities	11/22/2019	Regular	0	20197.47	46956
1114	Service Masters Restoration by Recovery Pros	11/25/2019	Regular	0	17540.09	46978
1068	Stinson LLP	11/22/2019	Regular	0	8380.7	46972
0579	SECURITY BENEFIT - 457	11/22/2019	Regular	0	3380.23	46969
1105	Oak Creek Nursery & Landscape, LLC	11/22/2019	Regular	0	2429.48	46965
1045	Sig Sauer Inc	11/22/2019	Regular	0	1700	46970
0813	FREESTATE ELECTRIC COOPERATIVE	11/22/2019	Regular	0	1616	46950
0614	T-MOBILE	11/22/2019	Regular	0	1113.34	46974
0857	MIDCONTINENT COMMUNICATIONS	11/22/2019	Regular	0	1084.38	46964
0224	HAMM QUARRIES & LANDFILL	11/22/2019	Regular	0	1012.04	46954
0542	QUILL	11/22/2019	Regular	0	995.71	46968
1112	Life-Assist, INC	11/22/2019	Regular	0	726.5	46962
0608	STRAIGHT-LINE STRIPING, INC.	11/22/2019	Regular	0	708.8	46973
1083	Bay Bridge Administrators, LLC FSA	11/22/2019	Regular	0	616.68	46945
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	11/22/2019	Regular	0	605	46959
0809	FREESTATE ELECTRIC COOPERATIVE INC	11/22/2019	Regular	0	560.37	46951
0500	OREILLY AUTO PARTS	11/22/2019	Regular	0	508.79	46967
1016	1866 Bar & Grill	11/22/2019	Regular	0	500	46941
0651	USA BLUE BOOK	11/22/2019	Regular	0	490.29	46976
0053	BJ TAYLOR	11/25/2019	Regular	0	450	46977
0362	KIMBALL MIDWEST	11/22/2019	Regular	0	406.23	46957
0046	BAY BRIDGE ADMINISTRATORS, LLC	11/22/2019	Regular	0	403.85	46944
0597	SOUTHERN LV CO LEADERSHIP DVLP	11/22/2019	Regular	0	400	46971
0938	E2 EMBROIDERY & SCREEN PRINTING	11/22/2019	Regular	0	393.3	46949
0099	CITY OF LEAVENWORTH	11/22/2019	Regular	0	350	46948
0831	AXON	11/22/2019	Regular	0	345	46943
0015	ALL SEASONS CAR WASH	11/22/2019	Regular	0	251.46	46942
1007	LEAVENWORTH PAPER & OFFICE SUPPLY LLC	11/22/2019	Regular	0	224.5	46961
1113	Melanie Tweedy	11/22/2019	Regular	0	208.8	46963
0205	GALL'S LLC	11/22/2019	Regular	0	202.6	46952
0381	LADD SERVICE COMPANY	11/22/2019	Regular	0	168	46958
0283	JAYHAWK TROPHY CO., INC.	11/22/2019	Regular	0	135.25	46955
0628	TODD'S TIRE LLC	11/22/2019	Regular	0	62	46975
0495	OMNI-SITE	11/22/2019	Regular	0	42.35	46966

Bank Code AP Bank Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	61	38	0.00	275,722.66
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
	61	38	0.00	275,722.66

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	61	38	0.00	275,722.66
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
	61	38	0.00	275,722.66

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	11/2019	275722.66
			275722.66



Office of the City Manager
AGENDA STATEMENT

DATE: November 27, 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 and 11/18/2019 City Council meetings, the City Council continues to discuss Staff's recommendations 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 Unpaved Surfaces."

Rather than simply reinstating a broad prohibition, Council directed staff to examine practices in other communities and ultimately to review a new proposal with attention given to the following:

- Defining vehicle
- Defining improved surface – discretion by Building official for other hard surface materials (gravel)
- Defining yard – side, rear, corner lot, building line
- Age and pre-existing conditions
- Conditions/areas that would allow for parking/storage on unimproved surfaces

Using the above as general guidelines, staff prepared a draft proposal for review and discussion for the 11/18/2019 meeting. General consensus was reached on defining vehicles, defining improved surfaces and discretion for gravel, defining yard(s), addressing pre-existing conditions in older areas.

The remaining discussion point is centered on the consideration if there are any scenarios in which parking on unimproved surfaces could occur.

Based on the City Council findings, future action will be required on the Standard Traffic Ordinance and potentially the City's Junk Vehicle Ordinance for impoundment issues.

BUDGET IMPACT:

None

ACTION NEEDED:

Consider draft proposal as a discussion item.

ATTACHMENT:

Consider draft Code of Ordinances City of Tonganoxie, Chapter XIV. Traffic, Article 2 "Local Traffic Regulations," Section 14-206 "parking on Unpaved Surfaces."

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

Code of Ordinances City of Tonganoxie

Chapter XIV. Traffic

Article 2. Local Traffic Regulations

Section 14-206. PARKING ON UNPAVED SURFACES.

- (a) Definitions. As used in this Section 14-206, the following definitions apply:

"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 (2) or more streets such that public street rights-of-way are directly adjacent to at least two (2) 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) Parking on unimproved surfaces restricted.

(1) 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 upon the side yard or rear yard of a corner lot upon any surface other than an improved parking surface, unless otherwise concealed from view from all public street rights-of-way by:
 - (i) A solid, opaque screening fence or wall at least six feet (6') in height;
 - (ii) Vegetation consisting of a solid hedgerow of evergreen shrubs, or trees and shrubs, providing full screening from the ground to a minimum height of six feet (6');
 - (iii) Any combination of the above that effectively conceals the vehicle from view and accomplishes the required screening height; or
 - (iv) Any other form of compatible and appropriate screening approved by the building official.
- (2) No driveway or improved parking surface shall cover more than sixty-seven percent (67%) of a residential front yard.
- (3) It is an affirmative defense to prosecution for parking or storing vehicles in an unimproved driveway if an existing residence has no improved parking surface on *[DATE OF ADOPTION]*. However, at such time that such existing residence is completely rebuilt, or improvements to the same real property constitute fifty percent (50%) or more of the property's total assessed value, compliance with this Section 14-206 shall be required.
- (4) It is an affirmative defense to prosecution for parking or storing vehicles on an unimproved surface or in an unconcealed or unscreened manner if such vehicles are parked in the rear yard and the rear yard is not a corner lot or directly adjacent to a public street right-of-way.
- (c) Maintenance. All improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the surface or of an adjoining property.
- (d) Penalty. Violation of the terms of this Section 14-206 shall be deemed a misdemeanor, and upon conviction thereof any person so violating same shall be fined a sum not to exceed Five Hundred Dollars (\$500).



Office of the City Manager
AGENDA STATEMENT

DATE: December 2, 2019
To: Honorable Mayor Jason K. Ward and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Resolution 12-19-01: Approval of 2020 Court Services Contract with City of Leavenworth

DISCUSSION:

The City of Leavenworth currently provides a number of court services for the City of Tonganoxie and surrounding municipalities. The enclosed court services agreement outlines the services and renews the City's contract with the City of Leavenworth through the end of December 2020. The cost of these services is determined based on case load percentage amongst participating cities in Leavenworth County for the latest fully completed year of services. Prior to 2017, these services were performed for the City of Tonganoxie by Leavenworth County.

BUDGET IMPACT:

No negative impact. The annual cost of \$24,794 is allocated within the 2020 budget of the City's General Fund.

RECOMMENDATION:

Make a motion to approve Resolution 12-19-01, authorizing the execution of the 2020 Court Services Contract with the City of Leavenworth for an amount not to exceed \$24,793.65.

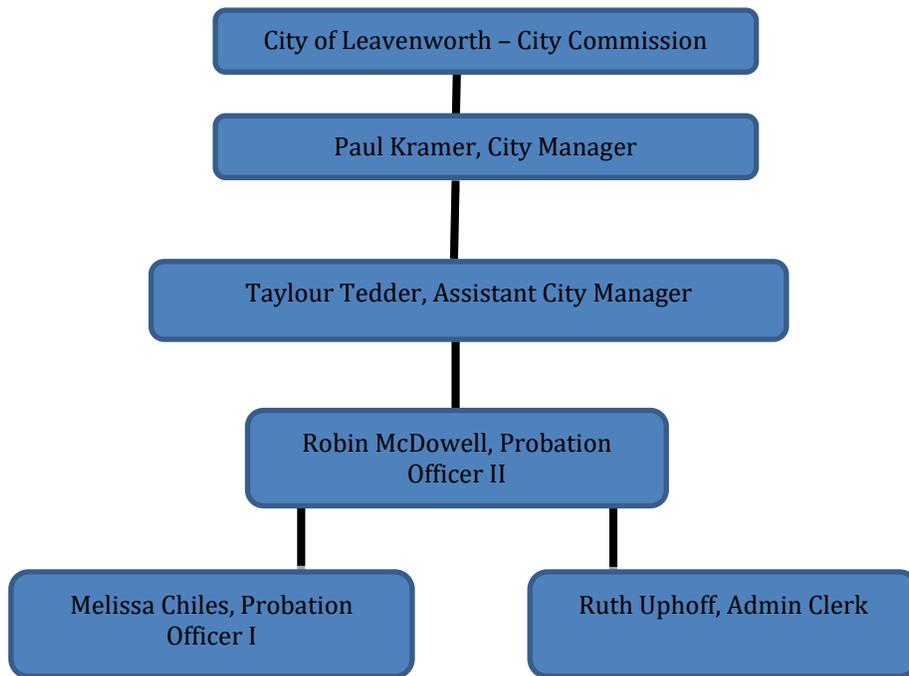
ATTACHMENTS:

Resolution 12-19-01: 2020 Court Services Contract with the City of Leavenworth
2020 Probation Plan

cc: George Brajkovic, City Manager
Anna Krstulic, City Attorney
File

Personnel Services:

Probation is staffed with three City of Leavenworth employees. Robin McDowell, Probation Officer II, is a full-time employee who acts as director of the office. Robin has many years of invaluable experience. Melissa Chiles, Probation Officer I, additionally is a full time employee who brings law enforcement experience to the position. Ruth Uphoff, Administrative Clerk, now serves as a full time employee for administrative duties, which was formerly a part-time position prior to January 2019. Having a full time employee at the front desk alleviates security concerns and best practices in accounting procedures.



Expenses and Revenue:

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

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

Probation charges \$50.00 for administrative appointments, \$10.00 for convenient jail scheduling appointments, \$15.00 per urinalysis testing, and \$140.00 for Alcohol Information School.

With the current level of cases, probation will continue the attempt to keep expenses to the cities low. Historically, the probation office has operated on a paper file basis. The office recently implemented a FullCourt software system to increase efficiencies. While an added expense, it has helped staff with better case tracking, efficiencies, organization and management of information.

PROBATION BUDGET FY 2020

Personnel Expenses	FY 2020
Full Time	\$117,455
FICA Exp	\$10,257
Health Insurance	\$41,058
KPERS Exp	\$10,271
Worker's Comp	\$1,010
Unemployment	\$110
Auto Allowance	\$1,800.00
Total	\$181,961

Contractual Expenses	FY 2020
Bank Charge	\$350
Education/Training	\$2,000
Telephone	\$900
Printing/Copy	\$500
Prof Svc	\$3,500
Copier Rental	\$1,800
Office Equipment	\$300
Full Court Software	\$4,380
Total	\$13,730

Commodities	FY 2020
Office Supplies	\$1,850
Operating Supplies	\$1,500
	\$3,350

(ADSAP funds pay for testing cups)

Building/Utilities	FY 2020
Expense	\$3,400

Total Expenses Yearly	\$200,941
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Revenue	FY 2020
ADSAP	\$2,000
AIS	\$18,500
Admin Fees	\$12,000
Drug Testing	\$5,150
Total Revenue	\$35,650

(not included in total revenue, separate source)

Total expenses less applicable total revenue equal a remaining balance of \$165,291.

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

	<u>2020 Request</u>	<u>2019 Actual</u>
<u>City of Basehor</u>	<u>\$21,487.83 (13%)</u>	<u>\$19,322.52 (14%)</u>
<u>City of Lansing</u>	<u>\$28,099.47 (17%)</u>	<u>\$23,463.06 (17%)</u>
<u>City of Leavenworth</u>	<u>\$90,910.05 (55%)</u>	<u>\$73,149.54 (53%)</u>
<u>City of Tonganoxie</u>	<u>\$24,793.65 (15%)</u>	<u>\$22,082.88 (16%)</u>
<u>TOTAL:</u>	<u>\$165,291.00</u>	<u>\$138,018.00</u>

Please take the 2020 budget into consideration. The City of Leavenworth has been pleased with the high level of service the office has provided for those utilizing the services. The high output of work and level of accuracy has continued at a high level. The primary reasons for the increase in budget were mentioned in the narrative above including the ongoing cost for the FullCourt software system, moving the part-time administrative clerk to a full time position, and rising health insurance costs. Should you have any questions, concerns, or comments, please contact me at any point.

Sincerely,



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

RESOLUTION NO. 12-19-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE 2020 COURT SERVICES CONTRACT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND THE CITY OF LEAVENWORTH, KANSAS

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

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

WHEREAS, the City of Tonganoxie, Kansas, and the City of Leavenworth wish to enter into the 2020 Court Services Contract between the City of Tonganoxie and the City of Leavenworth, attached hereto as **Exhibit A**.

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

Section 1. That the Governing Body hereby approves the 2020 Court Services Contract in substantially the form attached hereto.

Section 2. That the City Manager is hereby authorized to execute the 2020 Court Services Contract in the name of the City in order to comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON THIS 2nd DAY OF
DECEMBER, 2019.**

SEAL

Jason K. Ward, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

EXHIBIT A

**2020 COURT SERVICE CONTRACT BETWEEN
THE CITY OF LEAVENWORTH
AND THE CITY OF TONGANOXIE**

[Attached.]

COURT SERVICE CONTRACT
THE CITY OF LEAVENWORTH
AND
CITY OF TONGANOXIE

This agreement provides that the City of Leavenworth, shall provide the following Court Services for the Municipal Court of Tonganoxie during the period January 1, 2020 and December 31, 2020

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

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

In return for the aforementioned services and programs, the City of Tonganoxie shall pay a total of \$24,793.65 payable in quarterly increments the first week of each quarter of calendar year 2020.

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

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

DATE _____
CITY MANAGER, CITY OF LEAVENWORTH

DATE _____
CITY MANAGER, CITY OF TONGANOXIE



MEMORANDUM

TO: Mayor Jason Ward
Tonganoxie City Council

FROM: George Brajkovic, City Manager

DATE: November 27, 2019

RE: **City Council Vacancy**

At the November 18, 2019 City Council meeting, David Bennett announced his immediate resignation from the City Council, citing employment and personal reasons.

As a reminder, on March 5, 2018, the City Council amended the City Code, per Ordinance 1434, to reflect the following change to addressing vacancies:

1-208. VACANCIES IN GOVERNING BODY; HOW FILLED.

In case of a vacancy in the council occurring by reason of resignation, death or removal from office or from the city, the governing body shall appoint an elector to be council member for the balance of the unexpired term. Any member of the governing body may nominate a candidate to fill the vacancy, and the successful candidate shall be approved by a majority vote of the governing body. Such vacancy shall be filled within 60 days or such vacancy shall be filled by a special election.

In case of a vacancy in the office of mayor, the mayor pro tem shall become mayor until the next regular election for that office and a vacancy shall occur in the office of the councilmember becoming mayor.

(K.S.A. [15-201](#), Code 2004; Ord. 1434, Sec. 1)

The 60 day time period from November 18, 2019 is January 17, 2020; the last regularly scheduled City Council meeting date within 60 days of the vacancy will be January 6, 2020.

During the November 18, 2019 meeting, City Council directed staff to open the application process for those interested in submitting themselves for consideration for the opening. No further direction was given.

Additionally, the City Attorney has reviewed the voting status of the "Governing Body." While the Governing Body accounts for six voting positions (Mayor and 5 City Council members), the current vacancy reduces that to five voting positions. The five voting positions will be applied to the majority vote as described above.

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

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:

1. 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.
- ~~2. Law enforcement officers will provide all truancy reports to DCF and/or the County Attorney.~~

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 and/or the Sheriff may enforce the City's traffic regulations 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 Department

Date

Todd Thompson, County Attorney
Leavenworth County Attorney's Office

Date

Library Project Budget Report - As of 2019-12-02

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	35,000.00	-	35,000.00
Topographical Survey	3,500.00	-	3,500.00
Subtotal Land Acquisition Liabilities	241,149	196,172	44,977
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
Total Project Liabilities (not including issuance costs)	Budget	Actual Costs Incurred	Balance Remaining
	3,757,371	2,115,833	1,641,538