



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

Honorable David Frese, Mayor

Council Members

Rocky Himpel

Jacob Dale

Lisa Patterson

Loralee Stevens

Chris Donnelly

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

**II. Approval of Minutes** – Regular meeting dated January 6, 2020

**III. Swearing in of Chris Donnelly as Council Member to fill Vacancy**

**IV. Consent Agenda**

- a) Review bill payments

**V. 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.

**VI. Old Business**

- a) Consideration of Library Lease Term Sheet Suggested Adjustments

**VII. New Business**

- a) Ordinance 1481: Approval of Rezoning for West Village Project
- b) Consider Approval of Payment of 2020 Funding for the Tonganoxie Business Association
- c) Consider Approval of Payment of 2020 Funding for the Tonganoxie Arts Council
- d) Resolution 01-20-02: Approval of School Resource Officer Interlocal Agreement
- e) Resolution 01-20-03: Approval 2020 Water Park Resurfacing Contract
- f) Consider Approval of Purchase of Replacement Street Light Pole
- g) Consider Planning Commission Attendance Record
- h) Consider Library Board Appointment Recommendations
- i) City Manager Agenda
  - 1. Urgent Needs Grant Update
  - 2. Library Project Update
  - 3. Law Enforcement Trust Fund Financial Report
- j) City Attorney Agenda
- k) Mayor Pro Tem Agenda
- l) City Council Agenda

m) Mayor Agenda

1. Community Events Planning Committee Update
2. Executive Session for discussion of personnel matters of non-elected personnel

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

**IX. Adjourn**

City Council Meeting Minutes  
January 6, 2020  
7:00 PM Meeting

**Open Regular Meeting – 7:00 p.m.**

**I. Swearing in of Mayor-elect David Frese and Council Member Jacob Dale**

**II. Pledge of Allegiance**

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

**III. Approval of Minutes – Regular meeting dated December 16, 2019**

- **Mr. Himpel made a motion to approve the minutes from the December 16, 2019 City Council meeting.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes (Patterson abstained due to her absence from the December 16, 2019 meeting. Her vote was counted as cast with the majority of those present and voting in accordance with Code Section 1-211 (Rule 11)), motion carried.**
- Mr. Porter administered the oath of office to Council Member elect Jacob Dale.
- Mr. Porter administered the oath of office to Mayor Elect David Frese.
- Mayor Ward congratulated Mayor Frese on his victory in the most recent election and offered him the gavel.
- Mayor Frese thanked Mayor Ward for his record of service over many years as Mayor and as a member of the City Council.
- Chief Lawson introduced two new members of the Tonganoxie Police Department, Police Officers Cole Howard and Bill Bais.
- Mayor Frese welcomed the new officers to Tonganoxie.

**IV. Consent Agenda**

- a) Review bill payments
- **Ms. Patterson made a motion to approve the consent agenda.**
- **Ms. Stevens seconded the motion.**
- **Vote of all ayes, motion carried.**

**V. 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.

- Mike Stieben, Leavenworth County Commissioner representing the 5<sup>th</sup> District, addressed the City Council and offered his help to work through any future issues in a joint fashion with both the City and the County.
- No other members of the public addressed the City Council.

**VI. Old Business**

## VII. New Business

### a) Consider Applications for City Council Vacancy

- Mr. Brajkovic introduced the item and explained that all 8 applicants were present and available to answer any questions about their interest in the position.
- Each applicant addressed the City Council on behalf of their interest in the vacant position in the following order (order in which their applications were received): Laura Eicherl, Jeremy Albert, Alexander Wiley, Curtis Oroke, Jennifer Kohl, Chris Donnelly, Zach Stoltenberg, Jennifer McCutchen.
- Mr. Dale shared that his top three applicants are Mr. Donnelly, Ms. Eicherl, and Mr. Albert.
- Ms. Stevens shared that her top three applicants are Ms. Eicherl, Ms. Kohl, and Ms. McCutchen.
- Mr. Himpel shared that his top two applicants are Mr. Donnelly and Mr. Oroke.
- **Ms. Patterson made a motion to nominate Chris Donnelly to fill the unexpired term of the City Council position previously held by Dave Bennett which will conclude in January 2022.**
- **Mr. Himpel seconded the motion.**
- **Vote of 3 ayes, 2 nays (Dale, Frese), motion carried.**
- Mr. Donnelly thanked the City Council for their support and confirmed that he wished to be sworn in at the next meeting of the Governing Body.

### b) Consider Application for Planning Commission Vacancy

- Mr. Brajkovic introduced the item.
- John Kirk addressed the City Council on behalf of his interest in the vacant position.
- Mr. Himpel asked if Mr. Kirk would be able to attend all meetings.
- Mr. Kirk responded that he was aware of the schedule and planned to attend all meetings.
- Mr. Himpel asked how Mr. Kirk felt about growth in the City.
- Mr. Kirk replied that he enjoyed his experiences in the community and was interested in continuing to promote it as a welcoming community.
- Ms. Patterson noted the large number of applicants for the vacancy on the City Council and commented that it would have been good to see more applications for other boards and commissions since only one person could be appointed to the City Council.
- **Mayor Frese asked the City Council to confirm his appointment of John Kirk to the Planning Commission.**
- **Vote of all ayes, confirming the appointment of John Kirk to fill the remainder of the term the vacant position on the Planning Commission which will expire in August 2022.**

### c) Library Board Vacancies Appointments Discussion

- Mr. Brajkovic introduced the item.
- Mr. Skeet, President of the Tonganoxie Library Board, said that despite there being two absences on the Library Board resulting from the outcome of City elections in 2019, there had been a challenge to receive enough applicants for the vacancies who reside in the Tonganoxie City limits to fill the positions. He shared that the appointment of Ms. Agee, which was recommended by the Library Board, would result in 7 members on the Library Board.
- Mr. Himpel asked if it would be better to consider an appointment at a later time to all vacant positions.
- Mayor Frese stated that he supported that with the remaining 3 openings on the Library Board.
- **Mayor Frese asked the City Council to confirm his appointment of Sherry Agee to a position on the Tonganoxie Library Board previously held by Jake Dale.**
- **Vote of all ayes, confirming the appointment of Sherry Agee to fill the remainder of the term of the vacant position on the Library Board previously held by Jake Dale which will expire in 2021.**

### d) Recreation Commission Vacancy Appointment Discussion

- Mayor Frese shared that he would be resigning from the Recreation Commission at the next meeting, so he preferred that the item be brought back for consideration at a future meeting.
  
- e) Consider Approval of Payment of 2020 League of Kansas Municipalities Membership Fee
  - Mr. Porter introduced the item and explained the offerings of the League of Kansas Municipalities.
  - **Ms. Stevens made a motion to approve payment of the 2020 League of Kansas Municipalities Membership Fee in an amount not to exceed \$2,982.15.**
  - **Ms. Patterson seconded the motion.**
  - **Vote of all ayes, motion carried.**
  
- f) Consider Approval of Fire Operations Vehicle Purchase
  - Mr. Brajkovic introduced the item.
  - Mr. Porter summarized the budget impact of the proposed purchase on the Fire Equipment Fund cash balance.
  - Chief Zimbelman addressed the City Council and offered information about the proposed purchase and procurement methodology.
  - Mayor Frese thanked Chief Zimbelman for his prioritization of requests according to the needs of the community.
  - Mr. Himpel stated that he opposed this purchase and felt that a crew cab pickup might be a better fit.
  - Ms. Stevens shared that she was in favor of the purchase because the City Council authorized \$39,000 for this purpose and the purchase is below that amount.
  - **Ms. Stevens made a motion to authorize staff to purchase a 2020 Chevrolet Tahoe Operational Service Vehicle from Roberts Chevrolet Automotive for an amount not to exceed \$36,622.50.**
  - **Ms. Patterson seconded the motion.**
  - **Vote of 3 ayes, 1 nay (Himpel), motion carried.**
  
- g) Resolution 01-20-01: 2020 Generally Accepted Accounting Principles (GAAP) Waiver
  - Mr. Porter introduced the item and provided information about the annual GAAP waiver to the City Council.
  - Mr. Dale asked if there were any statistics available about other municipalities that request the GAAP waiver.
  - Mr. Porter responded that he did not know exact statistics, but generally large municipalities or those that are involved with large federal grant receipts or programs do not opt out of GAAP.

*[Ms. Stevens left the meeting.]*

  - **Mr. Himpel made a motion to approve Resolution 01-20-01, waiving the GAAP requirement for 2020.**
  - **Ms. Patterson seconded the motion.**
  - **Vote of all ayes, motion carried.**
  
- h) City Manager Agenda
  1. Urgent Needs Grant Update
    - Mr. Brajkovic shared an update on the status of the aerial sanitary sewer creek crossing repair project.
  2. Library Project Update
    - Mr. Brajkovic provided an update on the current status of the Tonganoxie Public Library construction project.
    - Mr. Brajkovic stated that the anticipated date of turning over the Library building to the City meant that it was imperative to receive feedback on the draft building lease term sheet previously sent to the Library Board for comment.
    - Mr. Skeet stated that the Library Board anticipated finalizing comments on the document later in the week.
  3. City Events Planning Discussion
    - Mr. Porter shared information about the 2020 budget planned for City events, including the Mayor's Tree Lighting and Tonganoxie Days. He added that community organizations like the Tonganoxie Business Association

and Tonganoxie Arts Council have previously expressed some interest in collaborating on events. He asked whether any members of the Governing Body, up a maximum of two, wished to serve on a planning group to offer the City Council proposed event schedules and offerings.

- Mayor Frese offered to serve on a planning committee.
- Mr. Dale offered to serve as well.
- Mayor Frese asked if Curtis Oroke still wished to help plan City events.
- Mr. Oroke responded that he would be willing to participate.

i) City Attorney Agenda

j) Mayor Pro Tem Agenda

k) City Council Agenda

- Ms. Patterson asked for ideas about how to encourage volunteers for boards and commissions.
- Mayor Frese shared that he would prefer to see a set policy guiding procedures to fill vacancies, including advertisement periods.
- Mr. Brajkovic commented that the Citizen's Academy completed in 2018 offered a way for residents to participate in sessions designed to build knowledge about the City and interest in boards and commissions.
- Mr. Dale stated that he supported an effort like that, which might be possible in conjunction with the School District.
- Ms. Patterson commented that it might be able to take place every other year between the two entities to help reduce the burden on staff.

l) Mayor Agenda

- Mayor Frese stated that he hoped to have a plan to improve communication amongst groups within the community by asking a member of the Governing Body to attend meetings of other boards.
- Mayor Frese said that he would plan to attend meetings of the Library Board.
- Mr. Himpel stated that he attended most meetings involving Leavenworth County.
- Ms. Patterson said that she would plan to attend meetings of the School Board.
- Mr. Dale said that he would plan to attend meetings of the Planning Commission.

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

#### **IX. Adjourn**

- **Ms. Patterson made a motion to adjourn the meeting.**
- **Mr. Dale seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 8:15 p.m.**

Respectfully submitted,



Dan Porter, Assistant City Manager



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1015	JE Dunn	01/06/2020	Regular	0	527745	47098
56	BLUE CROSS AND BLUE SHIELD	01/06/2020	Regular	0	34133.61	47089
51	BG CONSULTANTS INC	01/06/2020	Regular	0	30029.2	47088
250	HONEYCREEK DISPOSAL SERVICE	01/06/2020	Regular	0	28939.17	47095
254	HUBER & ASSOCIATES, INC	01/06/2020	Regular	0	7730	47096
18	ALLTECH MECHANICAL LLC	01/06/2020	Regular	0	6804.39	47086
99	CITY OF LEAVENWORTH	01/06/2020	Regular	0	6198.42	47090
491	OLATHE WINWATER WORKS	01/06/2020	Regular	0	3698.24	47107
579	SECURITY BENEFIT - 457	12/31/2019	Regular	0	3434.08	47085
495	OMNI-SITE	01/06/2020	Regular	0	1932	47108
189	FIRST STATE BANK & TRUST	01/06/2020	Regular	0	1519.54	47093
642	USPS	01/06/2020	Regular	0	1070.5	47114
308	KANSAS STATE TREASURER	01/06/2020	Regular	0	1060	47099
348	KBI	01/06/2020	Regular	0	800	47101
1083	Bay Bridge Administrators, LLC FSA	12/31/2019	Regular	0	616.68	47084
614	T-MOBILE	01/06/2020	Regular	0	492.84	47112
1023	Sig Sauer	01/06/2020	Regular	0	463.66	47111
661	VISION SERVICE PLAN	01/06/2020	Regular	0	419.9	47116
732	METLIFE - GROUP BENEFITS	01/06/2020	Regular	0	225.34	47104
249	HONEYBEE SEPTIC SERVICE	01/06/2020	Regular	0	215	47094
286	JDC SECURITY LLC	01/06/2020	Regular	0	206.7	47097
410	LIBERTY NATIONAL	01/06/2020	Regular	0	206.42	47103
656	VERIZON WIRELESS	01/06/2020	Regular	0	179.15	47115
1032	Mid-States Organized Crime Information Cente	01/06/2020	Regular	0	150	47106
157	EDWARDS CHEMICALS	01/06/2020	Regular	0	134.75	47091
180	FBINAA	01/06/2020	Regular	0	120	47092
857	MIDCONTINENT COMMUNICATIONS	01/06/2020	Regular	0	116.09	47105
542	QUILL	01/06/2020	Regular	0	87.96	47109
34	AT&T ACCESS TRANSPORT SERVICES	01/06/2020	Regular	0	74.49	47087
353	KDOT	01/06/2020	Regular	0	54.54	47102
496	KANSAS ONE CALL CONCEPTS	01/06/2020	Regular	0	30	47100
555	RICOH USA, INC.	01/06/2020	Regular	0	29.96	47110
628	TODD'S TIRE LLC	01/06/2020	Regular	0	16	47113

**Bank Code AP Bank Summary**

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	42	33	0.00	658,933.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>42</b>	<b>33</b>	<b>0.00</b>	<b>658,933.63</b>

## All Bank Codes Check Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	42	33	0.00	658,933.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>42</b>	<b>33</b>	<b>0.00</b>	<b>658,933.63</b>

## Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	12/2019	4050.76
998	Gen Fund-Pooled Cash	1/2020	654882.87
			<b>658933.63</b>



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** George Brajkovic, City Manager  
**SUBJECT:** Library Lease Term Sheet – Library Board response

**DISCUSSION:**

At the September 3, 2019 City Council meeting, the City Council moved to present the Library Board with a draft Lease Term Sheet, outlining general terms of the upcoming Lease for the new Library Building.

On January 16, 2020, City staff received an email from Steve Skeet, the Library Board President, outlining the Library Board's response to the original draft.

**BUDGET IMPACT:**

Unknown.

**ACTION NEEDED:**

Discussion of terms for the Lease, and provide direction to staff to either amend or not the original Term Sheet.

**ATTACHMENTS:**

January 16, 2020 email from Steve Skeet, Library Board President  
Draft Library Lease Term Sheet dated 09.03.19

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

---

**From:** Steve Skeet <steve@skeetrealestate.com>  
**Date:** January 16, 2020 at 3:37:02 PM CST  
**To:** Dan Porter <dporter@tonganoxie.org>  
**Subject: Re: term sheet question**

Dan.

The board is proposing the following,

\*The City shall be responsible for the following. snow removal/grass mowing, parking lot maintenance, such as if the need to repave or fix cracks, damage sidewalks or curbing. HVAC Replacement and or repairs \*( there is a 15 year warrantyI think, I will verify) and Exterior repair s, ie roof, siding, flashings etc.

The Library shall be responsible for, interior maintenance and repairs, such as lighting, flooring, fixtures, furniture etc. I will have it written up in a better format tomorrow if you would like.

**Steve Skeet**

785-218-6567 cell  
Steve@SkeetRealEstate.com  
License # BR00230828



517 E. 4th Street  
Tonganoxie, KS  
913-845-2255 office  
#CO00002232

On Thu, Jan 16, 2020 at 9:54 AM Dan Porter <[dporter@tonganoxie.org](mailto:dporter@tonganoxie.org)> wrote:

Hi Steve,

Do you have an update on the term sheet? I am working on agenda packet preparations today and just wanted to check in.

Thank you,

**Dan Porter**

**Assistant City Manager | City of Tonganoxie**

Office: (913) 845-2620 | Fax: (913) 845-9760

**From:** Steve Skeet [mailto:[steve@skeetrealestate.com](mailto:steve@skeetrealestate.com)]

**Sent:** Thursday, January 09, 2020 4:28 PM

**To:** Dan Porter

**Subject:** Re: term sheet question

Hello,

At our meeting we discussed it, I am going to make the changes as soon as possible. We are having a meeting next thursday as well to vote on a couple things, but I should have it done early next week.

**Steve Skeet**

785-218-6567 cell

Steve@SkeetRealEstate.com

License # BR00230828



517 E. 4th Street

Tonganoxie, KS

913-845-2255 office

#CO00002232

On Thu, Jan 9, 2020 at 10:45 AM Dan Porter <[dporter@tonganoxie.org](mailto:dporter@tonganoxie.org)> wrote:

Hi Steve,

Can you advise if the Library Board finalized comments on the draft term sheet for the new library facility that can be prepared for the City Council to consider at the meeting on 2020-01-21? If you could share them with me I will plan to insert them in the agenda packet.

Thank you,

**Dan Porter**

**Assistant City Manager|City of Tonganoxie**

Office: (913) 845-2620|Fax: (913) 845-9760

**tongie logo**



**PRELIMINARY LIBRARY LEASE TERM SHEET**

<b><i>Landlord</i></b>	City of Tonganoxie, Kansas (the " <u>City</u> ")
<b><i>Tenant</i></b>	Tonganoxie Public Library (the " <u>Library</u> ")
<b><i>Premises</i></b>	Approximately two (2) acres located at 217 E. 4 <sup>th</sup> Street, Tonganoxie, Kansas 66086.
<b><i>Construction</i></b>	The City has issued General Obligation Sales Tax Bonds in the amount of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) (the " <u>Bonds</u> ") for the purchase of the Premises and the design and construction of a new public library facility on the Premises (the " <u>Library Project</u> "). In no event shall the City's financial responsibility for the Library Project exceed the amount of the Bonds.
<b><i>Term</i></b>	Commencing with occupancy through that date which is the greater of (i) the date upon which the Bonds are paid in full, or (ii) twenty (20) years from the date of occupancy.
<b><i>Options to Renew</i></b>	One (1) option to renew for ten (10) years, exercisable upon written notice to the City at least three (3) months in advance of expiration of the Term.
<b><i>Occupancy</i></b>	The Premises will be ready for occupancy by Library no later than March 1, 2019, subject to any unforeseeable delays in completion of the Library Project. The City will notify Library of any such delays in writing.
<b><i>Permitted Use</i></b>	The Premises shall be used only for the operation of a public library and no other purpose without the prior written approval of the City.
<b><i>Rent</i></b>	None.
<b><i>FF&amp;E</i></b>	The City shall pay for all furniture, fixtures and equipment to the extent that such costs do not exceed the amount of the Bonds for the Library Project. Library shall pay for any shortfall.
<b><i>Signage</i></b>	Library shall have the right to install signage at its own expense. All signage shall be approved by the City and conform to applicable laws and requirements.
<b><i>Net Lease Terms</i></b>	Library shall be responsible for all costs and expenses relating to the property, including (without limitation), taxes, utilities, insurance, maintenance and repair. Library's responsibility will extend to items that are capital in nature.

***Maintenance/Repair***

The City shall provide mowing and snow removal services; provided, however, that Library acknowledges and agrees that City streets shall have first priority for snow removal. Library shall be responsible for all other maintenance and repairs. Library shall enter into an HVAC service contract with a reputable contractor throughout the Term of the Lease.

***Alterations***

Library shall have the right to make cosmetic, non-structural additions, changes or alterations to the interior of the Premises that do not exceed the amount of Ten Thousand Dollars (\$10,000). The City's prior written approval shall be required for (i) any cosmetic, non-structural additions, changes or alterations to the interior of the Premises that exceed the amount of Ten Thousand Dollars (\$10,000); (ii) any additions, changes or alterations to the exterior of the Premises; and (iii) any structural changes.

***Sublease***

Library has the right to sublease with the City's approval (in its sole discretion).

***Disclaimer***

The foregoing proposal is made with the understanding and stipulation that this is not a binding commitment or legal offer to lease the Premises to Library. It shall be understood and agreed that this proposal shall serve merely as a general outline of lease provisions subject to further negotiations and inclusion in a lease executed by the parties. Neither party shall have any obligation resulting from the proposal made hereby, nor shall any obligation or liability be incurred by either party until and unless a lease is executed and delivered by both parties.



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** George Brajkovic, City Manager  
**SUBJECT:** Ordinance 1481 - Rezoning for West Village proposal

**DISCUSSION:**

At the January 2, 2020 City Planning Commission meeting, the Planning Commission approved rezoning for 0000 West St (5.15 acres) from R-R (Rural Residential) to R-MF2-P (Multi-family II Planned District); the property is located along US 24/40, nestled between Vintage Park Assisted Living and West Haven Baptist Church, and backing up to the Tonganoxie Historical Society.

The attached Site plan shows a proposal for a 36 apartment unit, one and two bedroom units, in a single walk-up garden style apartment building, along with 21 single-family, one and two bedroom villas. The Developer has held meetings with all of the adjacent property owners, and the site plan accommodates additional comments by the Planning Commission for added amenities, a walking trail that could connect to future City trail systems, identified ADA parking and locating trash receptacles.

The project is also in a Rural Housing Incentive District (RHID) and has an available \$400,000 Moderate Income Housing Grant from the Kansas Housing Resources Corporation (KHRC), and is an approximate \$7M investment.

**BUDGET IMPACT:**

None.

**ACTION NEEDED:**

Pass Ordinance 1481 amending the zoning of certain property at 0000 West St (5.2 acres West of West St and South of 8<sup>th</sup> St), from Rural to Multi-Family 2 District.

**ATTACHMENTS:**

Ordinance 1481  
West Village Site Plan  
Staff Report

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

**ORDINANCE NO. 1481**

**AN ORDINANCE AMENDING THE TONGANOXIE ZONING AND SUBDIVISION REGULATIONS BY REZONING CERTAIN PROPERTY MORE COMMONLY KNOWN AS 00000 WEST STREET, TONGANOXIE, KANSAS (5.2 ACRES WEST OF WEST STREET AND SOUTH OF 8<sup>TH</sup> STREET) FROM RURAL DISTRICT TO MULTIPLE FAMILY 2 DISTRICT.**

**WHEREAS**, pursuant to K.S.A. 12-757 and Section 27 of the Tonganoxie Zoning and Subdivision Regulations, the Governing Body of the City of Tonganoxie, Kansas (the "City"), has the power to amend, supplement or change existing zoning regulations within the City; and

**WHEREAS**, Tomica and Ljubinka Cvetkovic (collectively, "Applicant") submitted an application to the City to request a change in the zoning of approximately 5.2 acres of property generally located at 00000 West Street (west of West Street and south of 8<sup>th</sup> Street) in the City, as legally described on **Exhibit A** attached hereto (the "Property"), from "R-R" Rural District to "R-MF2" Multiple Family 2 District; and

**WHEREAS**, the City Clerk set a public hearing on January 2, 2020 at 7:00 p.m. at the City Council Chambers for the Planning Commission to consider Applicant's request for the proposed rezoning of the Property; and

**WHEREAS**, on December 11, 2019, notice of the public hearing was published in *The Mirror*, the official City newspaper, and on December 4, 2019, notices were mailed to all owners of record of real property within the Property and within two hundred feet (200') of the Property, all in accordance with K.S.A. 12-757(b) and Section 27-011 of the Tonganoxie Zoning and Subdivision Regulations; and

**WHEREAS**, on January 2, 2020, the Planning Commission held a public hearing on the Applicant's request for the proposed rezoning of the Property and considered the matters set forth in Section 27-011 of the Tonganoxie Zoning and Subdivision Regulations; and

**WHEREAS**, the Planning Commission recommended approval of the Applicant's request for the proposed rezoning of the Property in an accurate written summary of the proceedings submitted to the Governing Body (the "Findings of Fact and Conclusions"), attached hereto as **Exhibit B**; and

**WHEREAS**, no protest petition against the proposed rezoning of the Property has been filed in the City Clerk's office within the required time period set forth in K.S.A. 12-757(f) and Section 27-012.C of the Tonganoxie Zoning and Subdivision Regulations; and

**WHEREAS**, the Governing Body has considered the Applicant's request for rezoning the Property, reviewed all testimony and evidence submitted for the request, and hereby adopts the Findings of Fact and Conclusions as the basis for its decision to approve the proposed rezoning of the Property.

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

**SECTION 1.** That the Property is hereby rezoned from "R-R" Rural District to "R-MF2" Multiple Family 2 District.

**SECTION 2.** That the "Official Zoning District Map" adopted under Section 1-015 of the Tonganoxie Zoning and Subdivision Regulations shall be changed to reflect the rezoning of the Property, and Section 1-015 is hereby amended to reincorporate the "Official Zoning District Map" as amended by this Ordinance.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its publication in the official City newspaper.

**PASSED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS, AND APPROVED BY THE MAYOR ON THIS 21<sup>st</sup> DAY OF JANUARY, 2020.**

**SEAL**

---

David Frese, Mayor

ATTEST:

---

Patricia C Hagg, City Clerk

## **EXHIBIT A**

### **Legal Description of the Property**

A tract of land in the Southeast 1/4 of Section 8, Township South, Range 21 East of the 6th P.M., in Leavenworth County, Kansas, described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of Section 8, Township 11 South, Range 21 East; thence South  $89^{\circ}11'59''$  West, (assumed), 50.00 feet; thence North  $00^{\circ}50'55''$  West, 660.00 feet to the point of beginning of this tract; thence South  $89^{\circ}11'59''$  West 660.00 feet; thence North  $00^{\circ}20'20''$  West 337.24 feet; thence North  $89^{\circ}11'59''$  East 657.00 feet; thence South  $00^{\circ}50'55''$  East 337.23 feet to the point of beginning of this tract, LESS any part thereof taken or used for road purposes.

More commonly known as 0000 West Street.

## **EXHIBIT B**

### **Findings of Fact and Conclusions**

#### **FINDINGS OF FACT**

##### **Meeting/Public Hearing Date:**

Planning Commission meeting, dated January 2, 2020, at 7:00 PM at the Tonganoxie City Council Chambers.

##### **Subject:**

A request to rezone the Property from "R-R" Rural District to "R-MF2" Multiple Family 2 District.

##### **History and Current Status of Property:**

Applicant proposes to rezone approximately 5.2 acres from "R-R" Rural District to "R-MF2" Multiple Family 2 District. The site is an undeveloped rural parcel abutting West Street and south of West 8<sup>th</sup> Street. This application proposes to build fifty-seven (57) units in six (6) buildings – five (5) buildings ranging from three (3) to five (5) units each on the north and east portion of the site, and one (1) building with thirty-six (36) units on the southwest portion of the site.

##### **Review Considerations:**

Section 8 of the Tonganoxie Zoning and Subdivision Regulations defines "R-MF2" Multiple Family 2 Districts and allowed uses as follows:

###### *General Description:*

Section 8-010 indicates that the purpose of the "R-MF2" Multiple Family 2 Districts is to provide the convenience of multi-family living with the amenities available to residential development. This is considered moderate density residential housing. All higher density housing shall require Planned Unit Development (PUD) zoning.

###### *Allowed Uses:*

Section 8-011 provides the following allowed uses within "R-MF2" Multiple Family 2 Districts:

###### A. Residential:

1. Multi-Unit dwelling: Two-, three-, and four-family dwelling structures and structures containing two (2) to sixteen (16) dwelling units or more. (Amended by Ordinance # 1184 5/9/05).

2. Assisted Living
  3. Group Home
  4. Group Living
  5. Accessory uses 1, 4 and 5 that are related, customary and subordinate to the existing use of the site.
- B. Institutional and Services: Uses that are incidental to and compatible with the general existing or planned uses in the area.
1. Community or Social Services/Groups
  2. Short- and Long-Term Health Care Facilities
  3. Religious Institutions: Place of worship and other related religious uses
  4. Local public utility uses
  5. Safety Services
  6. Public and private schools, institutions of higher learning; and related facilities
- C. Recreational uses that are compatible with the uses in the surrounding area.
1. Outdoor athletic facilities
  2. Open Space or Areas such as forests, orchards, and wetlands, fishing lakes, historic or archeological areas.
- D. Commercial
1. Lodging Facilities I
- E. Signs as regulated in Section 22.
- F. Special Uses as allowed in Section 22. (Education, Other; Personal Care Facility; Lodging Facilities II, Home Occupation)
- G. Temporary Uses as approved by the Governing Body. See Section 33.
- H. Please refer to Appendix A for a list of suggested, permitted uses.

### **CONCLUSIONS**

Section 27-011 of the Tonganoxie Zoning and Subdivision Regulations requires consideration of the following matters in a request for rezoning. Following each of the required considerations are staff comments.

**1. *Character of the neighborhood:***

The character of the surrounding area is a mix of institutional and multi-family uses. The vicinity of this site is largely undeveloped rural lands in a transition stage. Immediately abutting West Street (US 24/40) is a church (south of this site with access to US 24/40 and Washington Street) and an assisted living complex (north of this site with access to West 8<sup>th</sup> Street). Immediately to the west is the Tonganoxie Historical Society and Museum on a large rural lot. Immediately to the east across West Street (US 24/40) are single-family houses. Areas further to the west, south and north are largely undeveloped or rural parcels.

**2. *Compatibility with zoning and uses of properties nearby:***

The surrounding property is zoned primarily R-SF (to the east – single-family homes), and R-R (to the south and east – church, museum and undeveloped or rural parcels), and R-PUD (to the north – assisted living). The site reflects a transition from rural and undeveloped property to institutional and multi-family property, and to residential neighborhoods to the east.

**3. *Suitability of subject property for the uses to which it has been restricted:***

The site is undeveloped and used for agriculture purposes, although it has development on all sites surrounding it. It has some constraints with respect to access or a larger parcel (5.2 acres). Although it fronts US 24/40, this access is restricted by the Kansas Department of Transportation. A partial street was platted to the north and west of this site in association with the assisted living development. Additionally, there is a creek through the center of the site, dividing it into a larger northwest portion and a smaller southeast portion.

**4. *Extent to which removal of the restrictions will detrimentally affect nearby property:***

The rezoning will allow moderate-density attached dwelling units and a multi-family building on the site. This will allow a compatible use and building scale as the assisted living building to the north. These uses are also compatible with the institutional uses (church and museum to the west and south) despite these facilities being developed in a low-intensity, semi-rural character. The property to the east is primarily neighborhoods that are not affected by this development due to distance and the fact that West Street (US 24/40) forms a barrier.

**5. *Length of time the subject property has remained vacant as zoned:***

This is a rural parcel that has not been developed and used for agricultural purposes.

**6. *Relative gain to the public health, safety and welfare due to denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application:***

The proposed project will introduce a new housing type into the west side of town and include a mix of unit types within the project. Having a diverse range of housing types city-wide (diversity in size, types, price points and age) is an important component of housing policy to meet demographic shifts and achieve affordability goals.

**7. Adequacy of public utilities and infrastructure.**

Public utilities and infrastructure are available and adequate to serve the proposed use.

**8. Conformance of the requested change to the adopted or recognized comprehensive plan of Tonganoxie, Kansas:**

This area is located in the near-term growth area in the Comprehensive Plan (2006). It has a future Land Use designation of Low Density Residential. The Residential Policies and Principles of the Comprehensive Plan suggest that a variety of housing to meet all income levels and needs of the residents should be provided in each category, with medium or higher density projects located towards the fringes of neighborhoods or as buffers between lower and higher intensity areas. The policies also state that medium-density projects should be directed to frontages along major arterials.

The updates to the Comprehensive Plan (2017) also addressed the need for a mix of housing types. However, this update focused primarily on integrating a greater variety of compatible housing types within neighborhoods, in emerging mixed-use areas, or in and around downtown. This was primarily to capitalize on the benefits of more compact and walkable neighborhood design discussed in the 2006 Comprehensive Plan, which are not directly applicable in this context or the proposed project.

**9. Recommendations of professional staff:**

The recommended zoning district is the RMF-2 District. The development standards of this district are included below, and presented against what is proposed for this project:

	<b>RMF-2 Standards</b>	<b>Proposed Project</b>
<i>Lot Area</i>	10,000 s.f. or at least 1,500/unit whichever is larger	Approximately 226,500 s.f. (3,974 s.f. per unit).
<i>Height</i>	3 stories / 45'	A mix of 2- and 3-story buildings (elevations do not include a dimension for overall height on the 3-story apartment building).
<i>Front Setback</i>	30'	The buildings are over 30' from all property lines (96.8 from US 24/40; 32' from the south boundary; 30.5' from the west boundary; and 30' from the north boundary). Some buildings are closer to internal "streets" proposed in the project, although they are not dimensioned.
<i>Side Setback</i>	10'	
<i>Rear Setback</i>	30'	
<i>Parking</i>	1.5 spaces per unit (86 spaces required)	91 spaces
<i>Landscape</i>	Buffer planting (along R-SF and R-2F) <ul style="list-style-type: none"> <li>• 1 evergreen OR 1 shade tree</li> </ul>	15 autumn place maples 15 sea green junipers

	<ul style="list-style-type: none"> <li>• 3 large shrubs</li> </ul> Plus; planting per each 4 units: <ul style="list-style-type: none"> <li>• 1 tree;</li> <li>• 1 shrub</li> </ul> The buffer planting is not applicable to this site, but the per-unit requirement would be 15 shrubs and 15 trees.	
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**Site Plan Criteria:**

- **Articulation of Wall and Roof Planes (3.1).** Buildings of more than 2,000 square feet are to be broken into components that have a 3-to-1 ratio (wall not extending horizontally more than 3 times the height).

*Elevations have only been provided for the large apartment building. These elevations meet this criteria through off-sets in massing, changes in the wall and roof planes at points of emphasis creating bays for balconies and doorways, and material changes associate with each. The side elevations (3 and 4) are present the largest wall expanses without articulation, and these use windows (though skewed to the extreme of each side) and material changes at the first story and roof to break up the wall planes.*

*Elevations are not provided with the smaller attached unit buildings; however, the site plan shows building footprints that suggest the buildings will meet this criteria with varied massing of the wall planes between units.*

- **Cladding and Roofing Materials (3.2).** Walls visible form the street should be clad in masonry (stone, brick, decorative concrete block, stucco or gypsum concrete), glass (curtain walls or glass block), or wood (board & bat, clapboard, paneling – and painted). Roofing materials should be standing seam metal or copper; clay, slate or cast concrete tiles, cedar shingles, Heritage II composition shingles or better.

*The elevations for the large apartment building indicate the following materials:*

- *Wood Lap Siting (3 colors)*
- *Stone Veneer Base / First Story (Limestone – Texas Cream)*
- *Stucco (2 colors)*
- *Architectural Laminated Asphalt Roof Shingles (Weathered Wood)*

*The proposed materials meet these criteria, but samples should be presented to the Planning Commission with a final or proposed range for unspecified colors. Additionally, materials and elevations were not provided for the attached unit*

*buildings. These plans shall be supplied and determined compatible to the style, design and quality of the principle building.*

- **Visual Elements (3.3).** Doors, windows and other elements should allow visual penetration to the interior. There is no specific standard listed for residential projects.

*The proposed elevation for the large apartment building meets this criteria with frequent windows, doors and balconies. The side elevations (elevations 3 and 4), only marginally meet this requirement. Due to the arrangement of buildings, these elevations will be prominent, but the plan does include some minimal landscape to break up the visibility. (See Landscape comments below).*

- **Colors, Patterns and Textures (3.4).** Colors should be compatible with the existing surroundings. Extremely bright or fluorescent colors should be avoided.

*See materials above. The proposed materials meet these criteria, but samples should be presented to the Planning Commission with a final or proposed range for unspecified colors.*

- **Auxiliary Elements (3.5).** Mechanical equipment, utility areas, trash and recycling areas, etc. should be screened with landscape or architectural features.

*Utility areas, mechanical equipment and trash enclosures are not shown on the site plan. However, due to the large site and configuration of internal access streets it is assumed that all of these facilities will be able to be located in the most discrete manner as possible and/or screened with enhanced architectural screens meeting the materials used on the principal buildings or with an enhanced landscape screen. (See Landscape comments.)*

- **Landscape (4.2).** Multi-family projects should use landscape design to:
  - Enhance the community appearance and preserve neighborhood character (accent architectural features, delineate pathways or edges, separate/screen site elements, contribute to the overall aesthetic appeal of the site, contribute to the environmental character of the neighborhood/area).
  - Landscape shall safeguard the natural environment against the effects of improvements (erosion control and stormwater drainage, provide shade, minimize impacts).
  - Buffering and screening shall minimize impacts on the neighborhood.

*The landscape plan meets the requirements of the zoning ordinance in quantity and species. This site presents a difficult and less than ideal arrangement of streets and access ways. This is due to some access constraints from US 24/40, the presence of the creek through the middle of the site, and does represent a departure from the connectivity originally anticipated from Cox Street north of this site (built with the assisted living facility). Further, there is little internal pedestrian circulation shown*

*on the site and other facilities that need screening (trash and mechanical equipment) are not located on the plan. Due to this, it is difficult to evaluate the design of the landscape plan relative to these criteria – delineating pathways, gateways, environmental and site appearances. Instead, this plan appears simply to space the plantings to meet the minimum requirement. Staff recommends that a revised landscape plan be submitted in association with these goals and upon further refinement of the site plan, and to be approved by staff meeting the following goals specific to this site and plan:*

- *Create a defined edge to the property along 24/40 with large shade trees.*
- *Create a gateway into the property at the termination of Cox Street.*
- *Locate internal pedestrian circulation between parking and units, between buildings, and along the internal streets, and use a combination of large shade trees and shrubs to shape these areas.*
- *Soften/screen parking areas (to the extent not accomplished already by the above goal – particularly the south edge of the surface lot along the south boundary of the property).*
- *Screen any trash enclosure or mechanical equipment not already screened by architectural treatments.*

Planning Staff recommends approval of the Rezoning from R-R to RMF-2 and the site plan subject the following:

1. The applicant present materials samples and a proposed color pallet to the Planning Commission for approval at the meeting.
2. Elevations for the attached buildings be provided at the meeting, or there is otherwise assurances that design concepts, style, massing and materials will be compatible with the large apartment building.
3. A revised landscape plan be submitted and approved by staff prior to building permits and meeting the goals stated in this report.
4. Approval of the site plan is conditioned upon the City Council approving a recommendation to rezone according to this or a substantially similar plan.
5. A preliminary and final plat be submitted prior to any building permits, and all access, utility and engineering issues otherwise be addressed to the satisfaction of the City Engineer and Fire Chief. Of specific note are the following items to be addressed or acknowledged area:
  - a. Due to the constraints of this site (access limited to US 24/40, creek bisecting the site, and institutional uses to the south and west) and with no apparent

plans for development, the continuation of Cox Street as a public street is not practical and it is converted to a private, internal access street at this location. However, it is assumed the design and construction will meet city specifications in all other aspects.

- b. Utility and vehicle access shall be demonstrated as feasible, particularly with regard to crossing the creek.
- c. All stormwater standards and criteria shall be met.
- d. All buildings are to remain under single ownership, or in the event of any subsequent sale of any building each property shall be platted subject to city standards.

The Planning Commission considered Applicant's site plan on January 2, 2020 but continued its consideration of the site plan to the next Planning Commission meeting on February 6, 2020 for revisions to address the following:

1. Maintain the potential for Cox Street to continue to the south if it ever became necessary in the long-term.
2. Design all internal private circulation streets to public standards.
3. Demonstrate on-site circulation for pedestrians.
4. Investigate some type of amenity on the site for residents (play area, dog run, creek as a natural amenity, trail); further, if this could be done in a way that provides (or preserves) potential pedestrian connections to the US 24/40 frontage and maintains the option of a trail corridor to the south that was identified in the Comprehensive Plan aligning with the creek.
5. Provide better alternatives to meet traffic and fire safety than a roundabout.
6. Show Americans with Disabilities Act (ADA) required parking in association with better dimensions and details of all internal circulation.
7. Move buildings closer to required setbacks from internal streets.

Applicant is working with staff to address all of the issues identified above. Staff recommends that the Governing Body adopt the Findings of Fact and Conclusions and recommends approval of the Applicant's petition to rezone the subject property from R-R to R-MF2 subject to Planning Commission approval of the site plan and preliminary and final plats.





CIVIL ENGINEERS - LAND PLANNERS  
 122 N. WATER STREET  
 OLAHIE, KANSAS 66061  
 PHONE: (913) 961-1076  
 FAX: (913) 764-8633

Job No.	3450
Date	1/17/2020
Checked By	MEC
Drawn By	MEC
Designed By	MEC



SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITIES	PLANTING SIZE
	Acer Norfolk Acerum Acerum	Acer Norfolk Acerum Acerum	15	Min. 3 1/2" Caliper
	Sap Green Sapling	Sapling Green Sap Green	15	Min. 3 Gal.
	Gold Flame Shrub	Shrub Gold Flame	5	Min. 3 gal.
	Dense Tree Densiformis	Tree Densiformis	48	Min. 3 gal.

Substitute plants must be approved by the City prior to installation.



## City of Tonganoxie, Kansas

---

### PLANNING STAFF REPORT

---

**Case#:** 2020-001P –Rezoning and Site Plan – West Village

**Date of Report:** December 23, 2019

**Applicant Name:** Cvetkovic, Tomica & Ljubinka

**Property Owner Name:** Cvetkovic, Tomica & Ljubinka

**Subject Property Address:** 00000 West Street, Tonganoxie, KS (5.2 acres west of West Street and South of 8<sup>th</sup> Street

**Application:**

*Zoning District:* R-R, Rural District

*Type of Approval Desired:* Rezoning from R-R to R-MF2; Preliminary Plat; Site Plan

*Date of Application:* undated application; received by planning consultant 12/6/19

*Date of Meeting:* January 2, 2020

**Surrounding Property – Zoning and Use:**

*West:* R-R - Tonganoxie Historical Society and Museum; Rural Areas

*South:* R-R – Church

*East:* R-SF–Single-family homes

*North:* R-PUD– Senior Apartments / Assisted Living

**Staff Recommendation:**

Recommend approval subject to specific conditions regarding the site plan and engineering review.

## I. SUMMARY

This application proposes to rezone approximately 5.2 acres from “R-R” Rural District to “R-MF2” Multiple Family 2 District. The site is an undeveloped rural parcel abutting West Street and south of West 8<sup>th</sup> Street. This application proposes to build 57 units in 6 buildings – 5 buildings ranging from 3 to 5 units each on the north and east portion of the site, and 1 building with 36 units on the southwest portion of the site. The application is also accompanied by a site plan to be considered simultaneously with the rezoning.

## II. ANALYSIS – REZONING FROM R-R TO RMF-2 & SITE PLAN

**Rezoning Criteria:** Rezoning applications must be reviewed against the following considerations as outlined by the City of Tonganoxie Zoning Ordinance, Section 27-011. Following each of the considerations are staff comments (in red italics text). However, since staff has not had the benefit of considering testimony provided during the public hearing, the Planning Commission should consider each factor and the analysis in conjunction with testimony at the hearing prior to acting on the application. No one factor is necessarily controlling, nor do all factors need to be clearly established, but rather they are to be considered in balance as an overall evaluation of the application.

### 1. Character of the neighborhood:

*The character of the surrounding area is a mix of institutional and multi-family uses. The vicinity of this site is largely undeveloped rural lands in a transition stage. Immediately abutting West Street (US 24/40) is a Church (south of this site with access of 24/40 and Washington Street) and an assisted living complex (north of this site with access of W. 8<sup>th</sup> Street. Immediately to the west is the Tonganoxie Historical Society and Museum on a large rural lot. Immediately to the east across West Street (US 24/40) are single-family houses. Areas further to the west, south and north are largely undeveloped or rural parcels.*

### 2. Zoning and uses of properties nearby:

*The surrounding property is zoned primarily R-SF (to the east – single-family homes), and R-R (to the south and east – church, museum and undeveloped or rural parcels), and R-PUD (to the north – assisted living). This property reflects a transition from rural and undeveloped property, to institutional and multi-family property, and to residential neighborhoods to the east.*

### 3. Suitability of subject property for the uses to which it has been restricted:

*This property is undeveloped and used for agriculture purposes, although it has development on all sites surrounding it. It has some constraints with respect to access or a larger parcel (5.2 acres). Although it fronts 24/40, this access is restricted by the Kansas Department of Transportation. A partial street was platted to the north and west of this site, in association with the assisted living development. Additionally, there is a creek through the center of the site, dividing it into a larger northwest portion and a smaller southeast portion.*

### 4. Extent to which removal of the restrictions will detrimentally affect nearby property:

*The rezoning will allow moderate-density attached dwelling units and a multi-family building site. This will allow a compatible use and building scale as the assisted living building to the*

north. These uses are also compatible with the institutional uses (church and museum to the west and south) despite these facilities being developed in a low-intensity, semi-rural character. The property to the east is primarily neighborhoods that are not affected by this development due to distance and the fact that West Street (US 24/40) forms a barrier.

5. Length of time the subject property has remained vacant as zoned:

*This is a rural parcel that has not been developed and used for agricultural purposes.*

6. Relative gain to the public health, safety and welfare by the destruction of the value of the landowner’s property as compared to the hardship imposed upon the landowner:

*The proposed project will introduce a new housing type into the west side of town, and include a mix of unit types within the project. Having a diverse range of housing types city-wide – diversity in size, types, price points and age - is an important component of housing policy to meet demographic shifts and achieve affordability goals.*

7. Conformance of the requested change to the adopted or recognized comprehensive plan of Tonganoxie, Kansas:

*This area is located in the near term growth area in the Comprehensive Plan (2006). It has a future Land Use designation of Low Density Residential. The Residential Policies and Principles of the plan suggest that a variety of housing to meet all income levels and needs of the residents should be provided in each category, with medium or higher density project located towards the fringes of neighborhoods or as buffers between lower and higher intensity areas. The policies also state that medium density projects should be directed to frontages along major arterials. The updates to the Comprehensive Plan (2017) also addressed the need for a mix of housing types. However this plan focused primarily on integrated a greater variety of compatible housing types within neighborhoods, in emerging mixed-use areas, or in and around downtown. This was primarily to capitalize on the benefits of more compact, and walkable neighborhood design discussed in the 2006 plan, which are not directly applicable in this context or the proposed project.*

8. Recommendations of professional staff:

*[see below]*

**RMF-2 Standards:**

The recommended zoning district is the RMF-2 District. The development standards of this district are included below, and presented against what is proposed for this project:

	RMF-2 Standards	Proposed Project
<i>Lot Area</i>	10,000 s.f. or at least 1,500/unit whichever is larger	Approximately 226,500 s.f. (3,974 s.f. per unit)
<i>Height</i>	3 stories / 45'	A mix of 2- and 3-story buildings (elevations do not include a dimension for overall height on the 3-story apartment building)
<i>Front Setback</i>	30'	The buildings are over 30' from all property lines (96.8 from US-24/40; 32' from the south boundary; 30.5' from the west boundary; and 30' from the north boundary). Some buildings are closer to internal "streets" proposed in the project, although they are not dimensioned
<i>Side Setback</i>	10'	
<i>Rear Setback</i>	30'	

<i>Parking</i>	1.5 spaces per unit (86 spaces required)	91 spaces
<i>Landscape</i>	Buffer planting (along R-SF and R-2F) <ul style="list-style-type: none"> <li>• 1 evergreen OR 1 shade tree</li> <li>• 3 large shrubs</li> </ul> Plus; planting per each 4 units: <ul style="list-style-type: none"> <li>• 1 tree;</li> <li>• 1 shrub</li> </ul> The buffer planting is not applicable to this site, but the per-unit requirement would be 15 shrubs and 15 trees	<ul style="list-style-type: none"> <li>• 15 autumn place maples</li> <li>• 15 sea green junipers</li> </ul>

**Site Plan Criteria:**

- **Articulation of Wall and Roof Planes (3.1).** Buildings of more than 2,000 square feet are to be broken into components that have a 3-to-1 ratio (wall not extending horizontally more than 3 times the height).

*Elevations have only been provided for the large apartment building. These elevations meet this criterial through off-sets in massing, changes in the wall and roof planes at points of emphasis creating bays for balconies and doorways, and material changes associate with each. The side elevations (3 and 4) are present the largest wall expanses without articulation, and these use windows (though skewed to the extreme of each side) and material changes at the first story and roof to break up the wall planes.*

*Elevations are not provided with the smaller attached unit buildings, however the site plan shows building footprints that suggest the buildings will meet this criteria with varied massing of the wall planes between units.*

- **Cladding and Roofing Materials (3.2)** Walls visible form the street should be clad in masonry (stone, brick, decorative concrete block, stucco or gypsum concrete), glass (curtain walls or glass block), or wood (board & bat, clapboard, paneling – and painted). Roofing materials should be standing seam metal or copper; clay, slate or cast concrete tiles, cedar shingles, Heritage II composition shingles or better.

*The elevations for the large apartment building indicate the following materials:*

- *Wood Lap Siting (3 colors)*
- *Stone Veneer Base / First Story (Limestone – Texas Cream)*
- *Stucco (2 colors)*
- *Architectural Laminated Asphalt Roof Shingles (Weathered Wood)*

*The proposed materials meet these criteria, but samples should be presented to the Planning Commission with a final or proposed range for unspecified colors. Additionally, materials and elevations were not provided for the attached unit buildings. These plans shall be supplied and determined compatible to the style, design and quality of the principle building.*

- **Visual Elements (3.3)** Doors, windows and other elements should allow visual penetration to the interior. There is no specific standard listed for residential projects.

*The proposed elevation for the large apartment building meets this criteria with frequent windows, doors and balconies. The side elevations (elevations 3 and 4), only marginally meet this requirement. Due to the arrangement of buildings, these elevations will be prominent, but*

*the plan does include some minimal landscape to break up the visibility. (See Landscape comments below).*

- **Colors, Patterns and Textures (3.4).** Colors should be compatible with the existing surroundings. Extremely bright or fluorescent colors should be avoided.

*See materials above. The proposed materials meet these criteria, but samples should be presented to the Planning Commission with a final or proposed range for unspecified colors.*

- **Auxiliary Elements (3.5).** Mechanical equipment, utility areas, trash and recycling areas, etc. should be screened with landscape or architectural features.

*Utility areas, mechanical equipment and trash enclosures are not shown on the site plan. However, due to the large site and configuration of internal access streets it is assumed that all of these facilities will be able to be located in the most discrete manner as possible and/or screened with enhanced architectural screens meeting the materials used on the principal buildings or with an enhanced landscape screen. (See Landscape comments.)*

- **Landscape (4.2)** Multi-family projects should use landscape design to:
  - Enhance the community appearance and preserve neighborhood character. (accent architectural features, delineate pathways or edges, separate / screen site elements, contribute to the overall aesthetic appeal of the site, contribute to the environmental character of the neighborhood / area.).
  - Landscape shall safeguard the natural environment against the effects of improvements (erosion control and stormwater drainage, provide shade, minimize impacts)
  - Buffering and screening shall minimize impacts on the neighborhood

*The landscape plan meets the requirements of the zoning ordinance in quantity and species. This site presents a difficult and less than ideal arrangement of streets and access ways. This is due to some access constraints from US 24/40, the presence of the creek through the middle of the site, and does represent a departure from the connectivity originally anticipated from Cox Street north of this site (built with the assisted living facility). Further, there is little internal pedestrian circulation shown on the site and other facilities that need screening (trash and mechanical equipment) are not located on the plan. Due to this it is difficult to evaluate the design of the landscape plan relative to these criteria – delineating pathways, gateways, environmental and site appearances. Instead, this plan appears simply to space the plantings to meet the minimum requirement. Staff recommends that a revised landscape plan be submitted in association with these goals and upon further refinement of the site plan, and to be approved by staff meeting the following goals specific to this site and plan:*

- *Create a defined edge to the property along 24/40 with large shade trees.*
- *Create a gateway into the property at the termination of Cox Street.*
- *Locate internal pedestrian circulation between parking and units, between buildings, and along the internal streets, and use a combination of large shade trees and shrubs to shape these areas.*
- *Soften/screen parking areas (to the extent not accomplished already by the above goal – particularly the south edge of the surface lot along the south boundary of the property.*
- *Screen any trash enclosure or mechanical equipment not already screened by architectural treatments.*

### **III. EFFECT OF DECISION**

#### **A. Rezoning**

- The Planning Commission decision is a recommendation to Governing Body for rezoning; final approval of the City Council is required. Following the consideration of any additional input from the applicant, City Staff, or the public, and based on the application and testimony at the public hearing, the Planning Commission may take one of the following actions.
  - Recommend approval of the application.
  - Recommend approval of the application, subject to conditions;
  - Recommend denial of the application, or
  - Continue the application to another date for further consideration and additional information. If continued to a specific date, time and location, no new notice will be required. The City Council considers the application at the next meeting after 14 days.
- The City Council may adopt the Planning Commission's recommendation by a majority; it may modify or override the Planning Commission's recommendation by a 2/3 vote of the membership of the governing body.
- If a valid protest petition is filed with the City of Tonganoxie City Clerk within 14 days from the conclusion of the Planning Commission hearing, the City Council must approve the application by a ¾ majority of the governing body.

#### **B. Site Plan**

- The Planning Commission is the final approval for the site plan. Any approval by the Planning Commission should be conditioned on:
  - The City Council ultimately approving the rezoning request.
  - Any conditions recommended to be delegated staff and approve the Planning Commission though this report or upon review at the meeting; and
  - Any other conditions addressed by the Commission.
- Upon approval and satisfying any conditions of approval, the applicant will be authorized to proceed to building permits and formal review of development and construction plans, according to city standards and specifications.

### **IV. RECOMMENDATION**

Prior to and subject to any testimony from the public or discussion by the applicant and Planning Commission, Planning Staff recommends approval of the Rezoning from R-R to RMF-2 and the site plan subject the following:

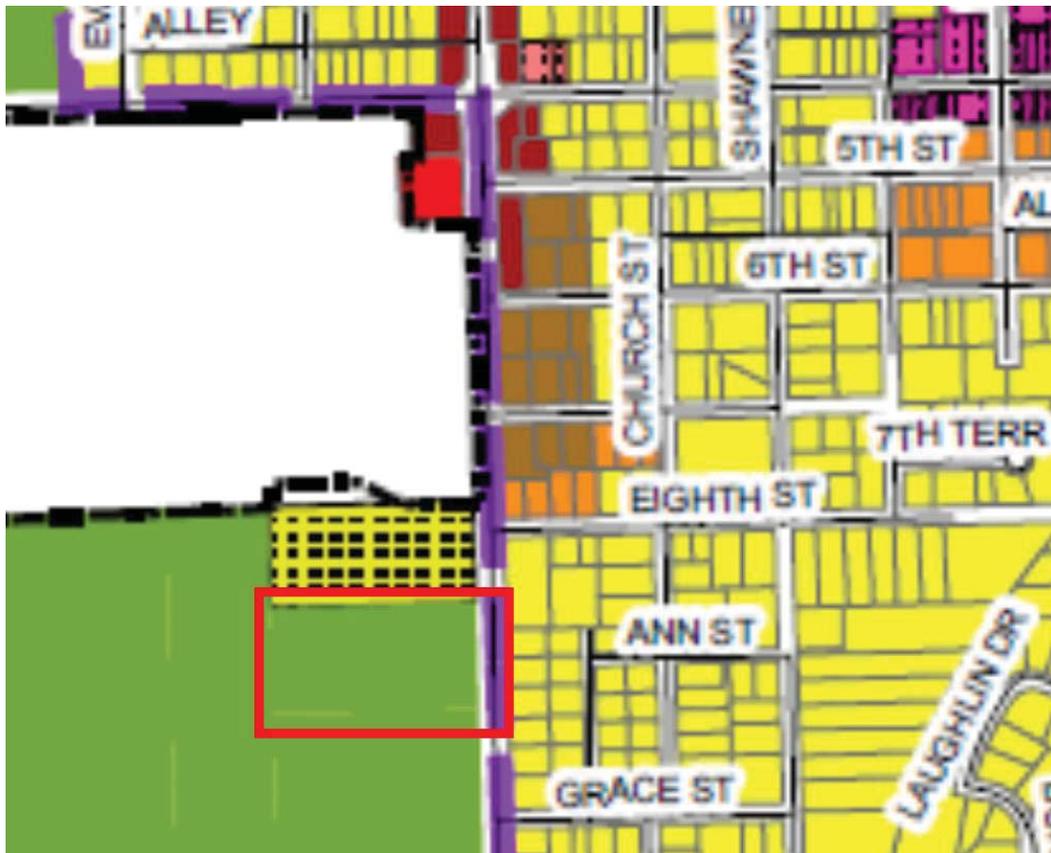
1. The applicant present materials samples and a proposed color pallet to the Planning Commission for approval at the meeting.
2. Elevations for the attached buildings be provided at the meeting, or there is otherwise assurances that design concepts, style, massing and materials will be compatible with the large apartment building.
3. A revised landscape plan be submitted and approved by staff prior to building permits and meeting the goals stated in this report.
4. Approval of the site plan is conditioned upon the City Council approving a recommendation to rezone according to this or a substantially similar plan.

5. A preliminary and final plat be submitted prior to any building permits, or all access, utility and engineering issues otherwise be addressed to the satisfaction of the City Engineer and Fire Chief. Of specific note are the following items to be addressed or acknowledged area:
  - a. Due to the constraints of this site (access limited to 24/40, creek bisecting the site, and institutional uses to the south and west) and with no apparent plans for development, the continuation of Cox Street as a public street is not practical and it is converted to a private, internal access street at this location. However, it is assumed the design and construction will meet city specifications in all other aspects.
  - b. Utility and vehicle access shall be demonstrated as feasible, particularly with regard to crossing the creek.
  - c. All stormwater standards and criteria shall be met.
  - d. All buildings are to remain under single ownership, or in the event of any subsequent sale of any building each property shall be platted subject to city standards.

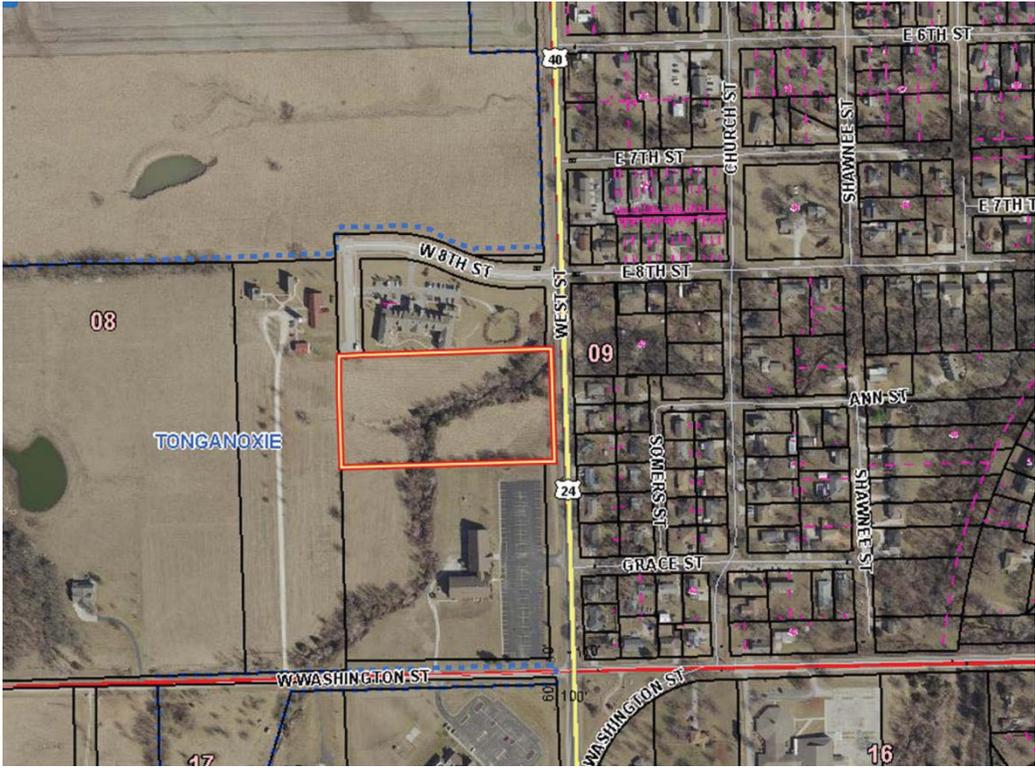


---

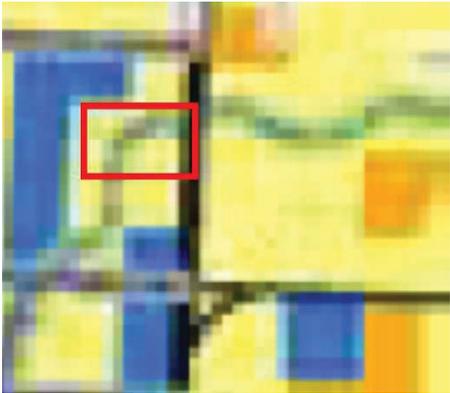
Chris Brewster  
Contract City Planner



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



Property



Future Land Use (Tonganoxie Comprehensive Plan 2006)



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Consider Approval of 2020 Funding for Tonganoxie Business Association & Tonganoxie Arts Council

**DISCUSSION:**

The 2020 Adopted Budget includes funding allocated in the City's General Fund for supporting the Tonganoxie Business Association (TBA) and the Tonganoxie Arts Council (TAC) as important community organizations. These funding requests were part of budget workshop discussions held in 2019 and the requests are being brought before City Council for consideration of expenditure authorization, per the City's Purchasing Authority & Procedures Policy.

The Tonganoxie Business Association and the Tonganoxie Arts Council each provided a letter in support of their funding requests, which are included as attachments.

**BUDGET IMPACT:**

No negative impact. The required funding is budgeted in the City's General Fund in 2020.

**ACTIONS NEEDED:**

Make a motion to authorize a 2020 contribution to the Tonganoxie Business Association, in an amount not to exceed \$5,000.

Make a motion to authorize a 2020 contribution to the Tonganoxie Arts Council, in an amount not to exceed \$1,000.

**ATTACHMENTS:**

Letter requesting funding support in 2020 & Budget from the Tonganoxie Business Association  
Letter requesting funding support in 2020 from the Tonganoxie Arts Council

**cc:** George Brajkovic, City Manager  
File



Tonganoxie Business Association  
PO Box 466  
Tonganoxie KS 66086  
January 15, 2019  
Subject: Budget Request

Dear Mayor and City Council,

Tonganoxie Business Association is requesting the \$5000.00 approved during budget session for 2020. Tonganoxie Business Association is a thriving business group whose members and Board of Directors share a passion for our local businesses, entrepreneurs, and community.

Our association continues to bring valuable assistance and insight to business owners while they grow and prosper in Tonganoxie. Tonganoxie Business Association has continued to increase in membership steadily over every year. TBA is responsible for or contributes to many events for the community and resources for businesses.

- Website
- Friday Networking Coffees
- Sponsorship to Leavenworth County Leadership Development
- Marketing/Training
- Annual Dinner & Awards
- St. Patrick's Day Parade
- Downtown Beautifications & Decorations
- Pet Health Day
- Movies in the Park
- Tongie Days
- Sunflower Stroll
- Sunflower Car Cruise
- Spooktacular
- Skeleton Scavenger Hunt
- Tonganoxie Business Expo
- Mayor's Christmas Tree Lighting
- Grand Openings/Open Houses

Our website features Tonganoxie businesses, city amenities and opportunities. Our managed Facebook page attracts attention for many Tonganoxie functions and events. We have weekly meetings where members here from speakers, educators and business professionals. In 2019, TBA hosted a three-course marketing training which provided current, helpful and powerful information to our members. Insurance was acquired in 2019 that covers all events/liability with the added benefit of covers the city as a secondary insurance.

Tonganoxie Business Association continues to advertised Tonganoxie with full page ads in The Kansas By Ways Magazine, Kansas Tourism and Kansas Travel Guide.

Respectfully Submitted,  
Monica Gee  
President, Tonganoxie Business Association

## Tonganoxie Business Association 2020

<b><i>Budget Item</i></b>	<b><i>2019</i></b>	<b><i>2020</i></b>
Storage	\$600	\$600
Website	\$3590	\$3590
Phone	\$420	\$420
Quickbooks	\$270	\$400
Friday Meetings/Coffee Bar	\$430	\$300
Insurance	\$1720	\$1720
LV Southern Leadership	\$400	\$400
Marketing	\$4300	\$430
Annual Banquet	\$1550	\$1500
St Pats Parade	\$420	\$500
Downtown Decorations	\$840	\$1000
Pet Health Day	\$20	\$100
Movies in the Park	\$3220	\$2500
Tongie Days	\$0	TBD
Sunflower Stroll	\$1230	TBD
Spooktacular/Skeleton Scav Hunt	\$ 500	\$1000
Business Expo	\$760	\$500
Mayor's Christmas Tree Lighting	\$500	TBD
Board Christmas Dinner	\$500	\$500
Grand Openings/Open Houses	\$50	\$200



## ***The Collective Voice for the Arts in Tonganoxie***

---

512 East 4<sup>th</sup> Street, Tonganoxie, KS 66086 913.845.8780 tonganoxieartscouncil@gmail.com

Tonganoxie City Council  
526 E. 4<sup>th</sup> St.  
Tonganoxie, KS 66086

Re: Distribution Request

Dear Council Members:

On Monday, July 1, 2019 members of the Tonganoxie Arts Council (TAC) appeared before the Tonganoxie City Council and presented a proposed budget which requested funding from the City in the amount of \$5,000.00. It is my understanding that when the budget was approved it included funding in the amount of \$1,000.00 for TAC. This letter is to formally request disbursement of the budgeted \$1,000.00.

Last year was TAC's first year in existence. We are a 501(c)(3) corporation duly registered with the state of Kansas. Our inaugural event was the 2019 Plein Air Art Festival. We had 30 regional artists compete in the Plein Air Art Contest. They showed and sold their works at the Gallery. We had several fine art booths, street performers, children's activities and food trucks. We estimate we had approximately 1000 persons attend the festival. We deemed it a success.

We are anxious to move forward with more events this year. In May, we will hold a Children's Storytelling Festival. In partnership with the Tonganoxie Public Library, we have designed this project with the goal of instilling the love of storytelling in children at an early age. It is our hope that the Children's Storytelling Festival will benefit the youth of Tonganoxie helping them to eventually succeed in life. The Kansas Policy Institute rates all Kansas schools in English/Language Arts and Math using an A-F scale. In English/Language Arts in 2018 Tonganoxie 3<sup>rd</sup> graders in the low-income bracket received a D, while other students received a C. (<https://kansaspolicy.org/a-f-grading-kansas-public-schools>). Neither of these scores is acceptable. Providing children with learning opportunities in addition to those they receive in the school system may help them not only improve their scores at school but prepare them for life beyond their school years. Storytelling skills can actually be a powerful tool in the working world. Hearing stories activates our brains in different ways - which is incredibly valuable in the workplace. *(Buffer)* It teaches problem solving as there are several core elements of storytelling that you can apply to any situation in life or business. *(Copyblogger)* You can tell stories in order to persuade people. *(Fast*

*Company*) You can tell them to make yourself a better leader. *(Forbes)* You can use them to move and motivate people. *(HBR)* It gives you the ability to stand out, spread messages, and make change through storytelling. Good stories surprise us; they make us think, make us feel. They stick in our minds and help us remember ideas and concepts in a way that numbers and text on a slide with a bar graph don't. *(LinkedIn)* Kids learning these skills will become productive adults in our community helping us to grow and thrive. The budget needed to orchestrate a first-class children's storytelling festival is \$14,585.00. We have applied for a grant from the Muriel McBrien Kauffman Foundation in the amount of \$11,135.00 to help with this event. In the event we are unable to secure the funding for the full children's storytelling festival that we have envisioned, we will proceed with a scaled-down version of the Festival that will need a budget of \$1,200.00 to \$1,500.00.

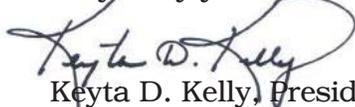
We are also working in conjunction with the Tonganoxie Community Historical Society and the Tonganoxie Library to put on a week-long summer camp for youth at the Historical Society site. TAC will plan one or two days of the camp which will focus on creating art. We anticipate this event costing about \$200.00.

We intend to repeat the Art Festival this year as well and hope to grow its success. We again will have a Plein Air Art Competition and gallery. We hope to increase the number of fine art booths, street performers, children's activities and food trucks. Last year's cost to produce this festival was \$7,000.00.

We have a fundraising committee and grant procurement committee that are working on securing the needed funding. The \$1,000.00 that you have allocated will help tremendously and I want to thank you for it. If it is at all possible to allocate more money to any of our planned projects, we would also certainly appreciate that.

Thank you for your support of the arts in Tonganoxie. With your help we can make the Tonganoxie area a region where the arts inspire our innovative spirit, celebrate our rich cultural diversity, recognize our valuable history, and encourage our individual and community involvement.

Very truly yours,



Keyta D. Kelly, President  
Tonganoxie Arts Council, Inc.



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Resolution 01-20-02: Approving the Tonganoxie USD 464 School Resource Officer Interlocal Cooperation Agreement

**DISCUSSION:**

On August 19, 2019 the Tonganoxie City Council approved a motion to direct staff to present a draft School Resource Officer Interlocal Cooperation Agreement to the Tonganoxie Unified School District No. 464 Board of Education for consideration. Interlocal Agreements allow public agencies to enter into agreements for joint or cooperative action and also require the approval of the Kansas Attorney General's Office pursuant to K.S.A. 12-2904(g) prior to entering into the agreement. The draft Interlocal agreement includes necessary components to fulfill statutory requirements and several points negotiated between City of Tonganoxie and USD 464 staff.

Key points of the draft interlocal agreement include:

- 5 year agreement term
- Termination at any time with 90 day notice by either party
- City budgets and is responsible for all costs associated with employment of SRO
- Payment Schedule to be made to the City of Tonganoxie by USD 464
  - March 15, 2020 - \$38,500
  - January 15, 2021 - \$39,463
  - January 15, 2022 - \$40,449
  - January 15, 2023 - \$41,460
  - January 15, 2024 - \$42,497

The draft payment schedule includes an anticipated coverage of about 50% of the total estimated salary and benefits cost of one police officer position, along with an annual 2.5% increase aimed at covering a portion of merit pay, benefit increases, and other cost escalations the City will likely experience in funding the position.

The Tonganoxie Unified School District No. 464 Board of Education considered and approved the draft interlocal agreement on January 13, 2020. Following passage of the draft Resolution included as an attachment, staff will proceed by forwarding the draft agreement to the Kansas Attorney General's Office for approval as required in K.S.A. 12-2904(g).

**BUDGET IMPACT:**

The City of Tonganoxie and USD 464 held discussions as part of the 2020 Budget development process aimed at determining a fair level of financial support that would ensure the ability to provide a police officer position dedicated for a majority of the calendar year as a SRO. The 2020 Budget approved by the City Council on August 5, 2019 included anticipation of the proposed level of funding as partial reimbursement for the budgeted position serving as the School Resource Officer (SRO) in USD 464 schools during the school year. If these funds are not received as scheduled, the Police Officer position cannot remain filled without making other adjustments to the annual budget and operational procedures.

**ACTION NEEDED:**

Make a motion to approve Resolution 01-20-02: Approving the Tonganoxie USD 464 School Resource Officer Interlocal Cooperation Agreement.

**ATTACHMENTS:**

Resolution 01-20-02: Approving the Tonganoxie USD 464 School Resource Officer Interlocal Cooperation Agreement

**cc:** George Brajkovic, City Manager  
Greg Lawson, Police Chief  
Anna Krstulic, City Attorney

**RESOLUTION NO. 01-20-02**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE TONGANOXIE USD 464 SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT BY AND AMONG THE TONGANOXIE UNIFIED SCHOOL DISTRICT NO. 464 BOARD OF EDUCATION; THE CITY OF TONGANOXIE, KANSAS; AND THE TONGANOXIE POLICE DEPARTMENT.**

**WHEREAS**, pursuant to the provisions of the Kansas Interlocal Cooperation Act, K.S.A. 12-2902 *et seq.*, as amended (the "Act"), certain public agencies, including school districts and cities, are authorized to enter into agreements for joint or cooperative action;

**WHEREAS**, the Tonganoxie Unified School District No. 464 Board of Education (the "School District") and the City of Tonganoxie, Kansas and the Tonganoxie Police Department (collectively, the "City") have determined that the interests and welfare of the public within their respective jurisdictions will best be served by the Tonganoxie USD 464 School Resource Officer Interlocal Cooperation Agreement (the "Agreement") to provide for joint and cooperative action in providing a School Resource Officer to serve at the schools within the Tonganoxie Unified School District No. 464 ("USD 464"); and

**WHEREAS**, the School District has adopted a resolution to enter into the Agreement to provide for the joint and cooperative action contained therein; and

**WHEREAS**, the Governing Body has determined that it is advisable to enter into the Agreement, a copy of which is attached hereto as **Exhibit A**, in order to provide for the joint and cooperative action authorized by the Act.

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

**Section 1.** That the Governing Body hereby approves the Agreement in substantially the form attached hereto. The Governing Body acknowledges that the Agreement shall not take effect until approved by the Kansas Attorney General as required by the Act.

**Section 2.** That the City Manager is hereby authorized to execute the Agreement in the name of the City and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The City Manager is further authorized to submit the Agreement to the Kansas Attorney General for approval as required by the Act.

**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 21<sup>st</sup> DAY OF  
JANUARY, 2020.**

**SEAL**

---

David Frese, Mayor

ATTEST:

---

Patricia C. Hagg, City Clerk

**EXHIBIT A**

**TONGANOXIE USD 464 SCHOOL RESOURCE OFFICER INTERLOCAL  
COOPERATION AGREEMENT**

[Attached.]

**TONGANOXIE USD 464 SCHOOL RESOURCE OFFICER**  
**INTERLOCAL COOPERATION AGREEMENT**

THIS TONGANOXIE USD 464 SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (this "Agreement"), is made and entered into by and between the TONGANOXIE UNIFIED SCHOOL DISTRICT NO. 464 BOARD OF EDUCATION (the "School District"), a political subdivision of the State of Kansas, 330 E. Highway 24-40, Tonganoxie, Kansas, 66086, and the CITY OF TONGANOXIE, KANSAS and the TONGANOXIE POLICE DEPARTMENT (collectively, the "City"), a political subdivision of the State of Kansas, 526 E. 4<sup>th</sup> Street, Tonganoxie, Kansas 66086.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Kansas Interlocal Cooperation Act, K.S.A. 12-2902 *et seq.*, as amended (the "Act"), certain public agencies, including school districts and cities, are authorized to enter into agreements for joint or cooperative action;

WHEREAS, the School District and the City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in providing a School Resource Officer to serve at the schools within the Tonganoxie Unified School District No. 464 ("USD 464"); and

WHEREAS, the governing bodies of the School District and the City have adopted resolutions to enter into this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises, terms, covenants and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

1. Effective Date and Duration. This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of five (5) years, unless sooner terminated as provided herein.
2. Administrative Entity. The School District and the City neither contemplate nor intend to establish a separate legal entity under the terms of this Agreement.
3. Purpose. This Agreement is established for the purpose of jointly providing for a School Resource Officer to serve at the schools located within USD 464 in Leavenworth County, Kansas.
4. Manner of Financing. This Agreement and the joint or cooperative undertaking contemplated herein shall not receive separate financing, nor shall a separate budget be required of either party. Each party shall be responsible for its own obligations under this Agreement. The City shall budget and be responsible for all payments related to the employment of the

School Resource Officer. In exchange for the services provided by the City to the School District, the City shall send periodic statements to the School District as follows:

- (a) On March 15, 2020, requesting payment in the amount of Thirty Eight Thousand Five Hundred Dollars and No/100 (\$38,500.00);
- (b) On January 15, 2021, requesting payment in the amount of Thirty Nine Thousand Four Hundred Sixty Three Dollars and No/100 (\$39,463.00);
- (c) On January 15, 2022, requesting payment in the amount of Forty Thousand Four Hundred Forty Nine Dollars and No/100 (\$40,449.00);
- (d) On January 15, 2023, requesting payment in the amount of Forty One Thousand Four Hundred Sixty Dollars and No/100 (\$41,460.00); and
- (e) On January 15, 2024, requesting payment in the amount of Forty Two Thousand Four Hundred Ninety Seven Dollars and No/100 (\$42,497.00).

The School District shall remit payment to the City within thirty (30) days of receipt of each statement. The School District shall budget and be responsible for each payment.

5. Administrator. Pursuant to K.S.A. 12-2904(e)(1) of the Act, the parties agree that the City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District.

6. Filing of Agreement. A copy of this Agreement shall be placed on file in the Office of the Clerk of the City and the City Manager and with the Assistant Superintendent of the School District and shall remain on file for public inspection during the term of this Agreement.

7. Description of Joint or Cooperative Undertaking. The City agrees to employ and provide a full-time School Resource Officer for USD 464. The School Resource Officer shall be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the school principals and other appropriate school and School District officials concerning the needs of the schools and their students. The School Resource Officer shall perform the duties set forth in **Exhibit A**, attached hereto and incorporated herein. The City shall be responsible for all other costs and matters associated with employing and maintaining the School Resource Officer (i.e., accounting, automobile, uniforms, etc.). If this Agreement is terminated in the middle of a contract year, the City and the School District agree to divide the costs of services for that contract year proportionally as of the time of termination.

8. Notice of Default; Corrective Action. The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

9. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period provided in Section 8 above, the non-breaching party shall have all of the rights and remedies available under the laws of the State of Kansas in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section 8 above, the City may terminate this Agreement and cease providing a School Resource Officer to USD 464 schools.

10. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Leavenworth County, Kansas.

11. Costs of Enforcement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs including, but not limited to, courts fees and costs associated with the enforcement of this Agreement.

12. Notice. Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address identified above in the opening paragraph. In the case of the School District, notice shall be mailed to the attention of the Superintendent. In the case of the City, notice shall be mailed to the attention of the City Manager. Either party may notify the other to designate a different address for mailing.

13. Termination. Either party may terminate this Agreement at any time by giving the other party at least ninety (90) days prior written notice of the same.

14. Miscellaneous Provisions.

(a) Omission of Mandatory Contract Provisions. Pursuant to K.S.A. 72-1148(c), the School District waived the mandatory contractual provisions prescribed by the Kansas Department of Administration in Form DA-146a, upon the affirmative recorded vote of a majority of the School District's members.

(b) Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(c) Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

(d) Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

(e) Covenants and Conditions. Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

(f) Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

(g) Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.

(h) Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

(i) Time. Time is of the essence of each term, provision, and covenant of this Agreement.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(k) Gender and Number. The singular number includes the plural whenever the context so indicates. As to all of this Agreement and any policies or procedures executed in connection thereto, the neutral gender includes the feminine and masculine, the masculine includes the feminine and neutral, and the feminine includes the masculine and neutral, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

(l) Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

(m) No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor confer any rights or benefits to third parties.

*[Remainder of page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TONGANOXIE, KANSAS**

By: \_\_\_\_\_  
George Brajkovic, City Manager

ATTEST:

By: \_\_\_\_\_  
Patricia C. Hagg, City Clerk

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF KANSAS:

By: \_\_\_\_\_  
Anna M. Krstulic, City Attorney

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TONGANOXIE UNIFIED SCHOOL DISTRICT NO. 464  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Jim Bothwell, Board President

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF KANSAS:

By: \_\_\_\_\_  
Kansas Association of School Boards (General Counsel)

**APPROVAL BY THE ATTORNEY GENERAL PURSUANT TO K.S.A. 12-2904(g).**

The foregoing TONGANOXIE USD 464 SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT is approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE ATTORNEY GENERAL OF THE STATE OF KANSAS**

By: \_\_\_\_\_  
Derek Schmidt, Kansas Attorney General

## EXHIBIT A

### **School Resource Officer Duties**

The School Resource Officer's primary responsibility is to maintain law and order and to ensure that USD 464 students, faculty, and staff have a safe, secure and drug free educational environment. The School Resource Officer is an employee of the City and shall be subject to the City's sole control and supervision. The School Resource Officer will be subject to current procedures in effect for the City's police officers, including attendance at all required trainings and testing to maintain state certification.

Essential functions include:

- Work among the three (3) schools within USD 464 based on a schedule established by the School District;
- Attend after-school USD 464 functions such as athletic events, dances and pep rallies, as requested by the School District;
- Maintain communication with USD 464 staff and students regarding potential law enforcement problems or security risks;
- Make all reports (incident, accident, etc.) available to the Tonganoxie Police Department Chief as soon as possible;
- If sick, notify the Tonganoxie Police Department Chief and the School District no later than 7:00 a.m.;
- Notify USD 464 staff upon leaving the school campus for any reason;
- When possible, supervise traffic at the beginning and end of each school day to ensure the safety of all students;
- Improve USD 464's perception as a safe learning environment and deter misconduct by remaining highly visible in the halls, cafeteria, and gymnasium;
- Serve as a role model to students, especially in terms of appropriate attitudes and respect;
- Assist USD 464 administration with anyone who is causing a disruption, truancy issues, and any criminal activities occurring on campus;
- Perform ongoing security checks of school campuses and make recommendations to the School District;
- Attend parent and faculty meetings if requested by the School District;

- Assist the School District with developing and implementing plans and strategies to prevent and handle dangerous situations;
- Serve as a liaison among the Tonganoxie Police Department, USD 464 staff, and parents;
- Observe the same holiday hours as the School District during the school year;
- Check in at the Tonganoxie Police Department regularly to get memos, phone messages, and any other items pertinent to the job;
- Be familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and juvenile authorities, and make referrals to such agencies when necessary;
- Adhere to School District and Tonganoxie Police Department policies at all times;
- Keep names of students and actions taken by USD 464 administration in the strictest of confidence;
- Carry out the duties of an officer of the Tonganoxie Police Department; and
- Take an active role in public education relative to crime and crime prevention.



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Resolution 01-20-03: Authorizing Water Park Resurfacing Project Contract with INSCO, INC

**DISCUSSION:**

The City of Tonganoxie issued a request for proposals for Water Park Resurfacing Services on December 11, 2019. Submissions were required by January 9, 2020 and staff received 4 complete submissions before the deadline.

As outlined in the request for proposals, the submissions were evaluated according to the following criteria:

1. Qualifications of key personnel, including subcontractors
2. Understanding of the City's needs and services to be provided
3. Demonstrated ability to complete the work in the timeframe required
4. Project approach/plan
5. Responsiveness to the RFP
6. Cost

The results of the evaluation and the price comparison of the 4 submittals are listed for reference. Staff recommend acceptance of the quote from INSCO, INC., which was both the highest rated submittal as well as the submittal with the lowest cost. Draft Resolution 01-20-03 provides for the approval of the Construction & Technical Services Agreement for the 2020 Water Park Resurfacing Project.

<b>Firm</b>	<b>Evaluation</b>	<b>Cost (\$)</b>
INSCO, INC	82	28,520.00
Genesis Environmental Solutions Inc.	72	39,200.00
Torrey Brothers	50	28,840.00
FORT DEM	41	29,797.00

**BUDGET IMPACT:**

The 2020 Budget included up to \$50,000 in proceeds from the ¾ cent Infrastructure Sales Tax proceeds to fund the completion of resurfacing the water park facility. As the proposed contract amount falls well within the available funds, staff recommend approval of the draft resolution and contract. The purchase will be made out of the City's Capital Projects Fund.

**ACTION NEEDED:**

Make a motion to approve Resolution 01-20-03: Authorizing Water Park Resurfacing Project Contract with INSCO, INC.

**ATTACHMENTS:**

Resolution 01-20-03: Authorizing Water Park Resurfacing Project Contract with INSCO, INC

**cc:** George Brajkovic, City Manager

**RESOLUTION NO. 01-20-03**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION & TECHNICAL SERVICES AGREEMENT (2020 WATER PARK RESURFACING PROJECT) BETWEEN THE CITY OF TONGANOXIE, KANSAS AND INSCO, INC.**

**WHEREAS**, Insko, Inc., a Missouri corporation ("Contractor"), desires to provide swimming pool coating rehabilitation services (resurfacing) at the Tonganoxie Water Park located at 221 South Main Street, Tonganoxie, Kansas (the "Project");

**WHEREAS**, the Project would promote the public good, health, and welfare within the City of Tonganoxie, Kansas (the "City"); and

**WHEREAS**, the Governing Body has determined that it is advisable to enter into the Construction & Technical Services Agreement (2020 Water Park Resurfacing Project), attached hereto as **Exhibit A** (the "Contract"), with Contractor.

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

**Section 1.** That the Governing Body hereby approves the Contract in substantially the form attached hereto.

**Section 2.** That the City Manager is hereby authorized to execute in the name of the City, the Contract, and any other documents, certificates and instruments as may be necessary or desirable to carry out and 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 21<sup>st</sup> DAY OF JANUARY  
2020.**

**SEAL**

---

David Frese, Mayor

ATTEST:

---

Patricia C. Hagg, City Clerk

**EXHIBIT A**

**Construction & Technical Services Agreement (2020 Water Park Resurfacing  
Project)**

[To be attached.]

**CONSTRUCTION & TECHNICAL SERVICES AGREEMENT**  
**2020 Water Park Resurfacing Project**

THIS AGREEMENT is dated this 21<sup>st</sup> day of January, 2020, between the City of Tonganoxie, a constitutionally chartered municipal corporation in the State of Kansas (the "City"), and Insko Industries, Inc., a Missouri corporation ("Contractor"), whereby Contractor shall provide construction services to the City in accordance with the terms and conditions contained in this Agreement.

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1 Compensation.**

- A. The amount the City will pay Contractor under this Agreement will not exceed \$28,520.00. Contractor will be paid by corporate check.
- B. Contractor will bill the City by itemized invoice, in a form acceptable to the City, upon completion of work as certified by the Public Works Director.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by the City as a result of breach or default by Contractor, the City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due the City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, completely itemized, and is approved as payable under the terms of this Agreement.
- E. The City is not liable for any obligation incurred by this Agreement except as approved under the provisions of this Agreement.

**Sec. 2 Responsibilities of Contractor.**

Contractor shall perform the following Scope of Services:

- A. Provide specialized and technical work as further described in **Attachment A** attached hereto.
- B. Use reasonable construction practices of modern industry standards as to ensure reasonable quality, functionality, and durability of final product.
- C. Comply with direction and coordination of the Public Works Director.
- D. Ensure that Contractor is sufficiently certified, equipped, and staffed to fully satisfy Contractor's responsibilities under the terms of this Agreement.

**Sec. 3 Notices.**

All notices required by the Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

**To City:**

City Manager  
City of Tonganoxie  
P.O. Box 326  
Tonganoxie, Kansas 66086  
Phone: (913) 845-2620      Facsimile: (913) 845-9760

**To Contractor:**

James Brooks, Coatings Estimator/Project Manager  
Insko Industries, Inc.  
15424 Andrews Road  
Kansas City, Missouri 64147  
Phone: (913) 422-8001      Facsimile: (913) 422-8081

All notices are effective on the date mailed or deposited with courier.

**Sec. 4**

**Merger.**

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between the City and Contractor with respect to this subject matter.

**Sec. 5**

**Conflict between Contract Parts.**

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

**Sec. 6**

**Term of Agreement.**

This Agreement shall begin on January 21, 2020, and shall end on March 31, 2020. The term of this Agreement may be extended an additional 1 months upon the prior written approval by the City.

**Sec. 7**

**Responsibilities of City.**

- A. The City will provide sufficient and clear direction to Contractor for the adequate fulfillment of the scope of services under the terms of this Agreement.
- B. The City will provide prompt payment to Contractor, upon receipt of acceptable documentation and approval by the City Council, provided that Contractor has performed all work in a timely manner to the satisfaction of the Public Works Director.

**Sec. 8**

**Subcontracting.**

Contractor must provide in writing to the City the name of any and all subcontracted companies and independent contractors that will perform work on behalf of Contractor under the terms of this Agreement.

**Sec. 9**

**Incorporation of Federal/State Laws and Regulation.**

Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds. The federal/state laws and regulations applicable to the use of funds provided under this Agreement are incorporated and made a part of this Agreement by reference. Contractor agrees that it is

its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Agreement shall include all subsequent amendments.

**Sec. 10 Attorney Services Certification.**

Contractor certifies that at the time of the issuance of this Agreement, either in an individual or firm capacity, Contractor does not represent any part in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal part, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the council has otherwise waived this requirement.

**PART II  
STANDARD TERMS AND CONDITIONS**

**Sec. 1. Indemnification.**

- A. For purposes of this Part II, Section 1, the following terms shall have the meanings listed:
1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
  2. **Contractor's Agents** means Contractor's officers, employees, sub-consultants, subcontractors, successors, assigns, invitees, and other agents.
  3. **City** means City of Tonganoxie and its agents, officials, officers and employees.
- B. Contractor's obligations Part II, Section 1 with respect to indemnification for acts or omissions, including negligence, of the City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Agreement. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.
- C. Contractor shall defend, indemnify and hold harmless the City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor is not obligated under this Part II, Section 1 to indemnify the City for the sole negligence of the City.
- D. Nothing in this Part II, Section 1 shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

**Sec. 2. Independent Contractor.**

Contractor is an independent contractor and is not the City's agent. Contractor has no authority to take any action or execute any documents on behalf of the City.

**Sec. 3. Insurance.**

- A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at the City's cost. Policies containing a Self-Insured Retention are unacceptable to the City.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
    - (a) Severability of Interests Coverage applying to Additional Insureds
    - (b) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000
    - (c) No Contractual Liability Limitation Endorsement
    - (d) Additional Insured Endorsement, ISO form CG20 10, or its equivalent.
  2. If applicable, Workers’ Compensation Insurance, as required by statute, including Employers Liability with limits of:
 

Workers’ Compensation Statutory Employers Liability \$100,000 accident with limits of:  
 \$500,000 disease-policy limit  
 \$100,000 disease-each employee
  3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
  4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to the City, ten (10) days in the event of nonpayment of premium. The Commercial General Liability Insurance and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement (with respect to liability only in the amount of \$500,000.00). Such insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTORY. Contractor agrees to indemnify the City if, by providing coverage in excess of the \$500,000.00, Contractor causes the City to suffer a loss through a waiver of its Kansas Tort Claims Act cap on liability. Contractor shall provide to the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.
- C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas.
- D. Regardless of any approval by the City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor’s failure to maintain the required insurance in effect, the City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**Sec. 4. Governing Law.**

This Agreement shall be construed and governed in accordance with the law of the State of Kansas. The parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

**Sec. 5. Compliance with Laws.**

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

**Sec. 6. Default and Remedies.**

If Contractor shall be in default or breach of any provision of this Agreement, the City may terminate this Agreement, suspend the City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

**Sec. 7. Waiver.**

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 8. Modification.**

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by the City.

**Sec. 9. Headings; Construction of Contract.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 10. Severability of Provisions.**

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 11. Audit.**

- A. The City Manager or designee shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Contractor shall maintain all its books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment.
- C. The books, documents and records of Contractor in connection with this Agreement shall be made available to the City Manager or designee within ten (10) days after the written request is made.

**Sec. 12. Tax Compliance.**

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City Manager as a precondition to the City making the first payment under this Agreement or any renewal hereto when the total contract amount exceeds \$10,000. If Contractor performs work on a contract that is for a term longer than one (1) year, the Contractor also shall submit to the City proof of compliance with

the City's tax ordinances administered by the City Manager as a condition precedent to the City making final payment under the contract.

**Sec. 13. Assignability or Subcontracting.**

Contractor shall not subcontract, assign or transfer any part or all of Contractor's obligations or interests under this Agreement without the City's prior approval. If Contractor shall subcontract, assign, or transfer any part of Contractor's interests or obligations under this Agreement without the prior approval of the City, it shall constitute a material breach of this Agreement.

**Sec. 14. Conflicts of Interest.**

Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

**Sec. 15. Nondiscrimination.**

- A. Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");
- C. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- D. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- E. Contractor shall include the provisions of this Part II, Section 15.A through D above in every contract, subcontract or purchase order so that such provisions will be binding upon such contractor, subcontractor or vendor.

**Sec. 16. Cash Basis and Budget Laws.**

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure that the City shall at all times remain in conformity with such laws.

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS.**

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement to be duly executed as set forth below.

**Contractor**

I hereby certify that I have authority to execute this document on behalf of Insko Industries, Inc., a Kansas for Profit Corporation.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Tonganoxie, Kansas**

a constitutionally chartered municipal corporation

By: \_\_\_\_\_

George Brajkovic, City Manager

Approved as to form:

\_\_\_\_\_  
Anna M. Krstulic  
City Attorney

## **Attachment A**

### **Scope of Work**

**Sec. 1** Contractor will purchase all associated materials that are necessary for complete performance under the terms of this Agreement.

**Sec. 2** Contractor will complete swimming pool coating rehabilitation services (resurfacing) at the referenced location, generally described according to the attached bid advertisement specifications.

#### **Location of work:**

Tonganoxie Water Park  
221 South Main Street  
Tonganoxie, KS 66086

**Sec. 3** The total amount of this Agreement includes all labor, equipment, and materials.

**Sec. 4** Contractor commits to performing work and staging equipment, materials, and personnel, under the direction of the Public Works Director, at allowable locations, allowable times, and in such a manner as not to negatively impact normal operations of City staff, neighboring properties, and other field work.

**Sec. 5** Contractor shall follow guidelines listed in the bid advertisement specifications hereby incorporated and made part of this Agreement.

**Sec. 6** Contractor's quote is hereby incorporated by reference and made part of this Agreement.



**Blasting & Coating Proposal**

**January 9, 2020**

Proposal # 20.002

Insko Industries, Inc. EIN: 36-3322729

City of Tonganoxie  
526 E 4<sup>th</sup> Street  
Tonganoxie, KS 66086  
ATTN: Dan Porter  
Subject: Water Park Resurfacing Services

Dear Mr. Porter,

Insko Industries, Inc. is pleased to offer the following proposal for the aforementioned project.

**GENERAL SCOPE OF WORK**

- Mobilize crew, equipment and material to job site
- Set up equipment to be used throughout project
- Abrasive brush blast pool walls, floor and gutters
- Repair pool walls, floor and gutters as needed
- Apply two (2) coats of epoxy coating to pool walls and floors
- Break down equipment and clean work area
- Demobilize crew, equipment and any unused material from job site

**SURFACE PREPARATION & COATING SYSTEM**

- **Surface Preparation:**
  - Brush blast all surfaces to provide a profile comparable to 80-100 grit sandpaper
  - Power wash all surfaces to remove contaminants
  - All surfaces must be clean, dry and free from contaminants
- **Surface Repairs:**
  - Filler and Surfacer: TNEMEC Series 215 Surfacing Epoxy as needed
  - **\*This is to cover the cost of repairs up to 10% of total surface area to be coated (853 sq.ft.)**
- **Coating System:**
  - Prime Coat: TNEMEC Series 161 Hi-Build Epoxoline II @ 200 sq.ft. per gallon
  - Finish Coat: TNEMEC Series 161 Hi-Build Epoxoline II @ 200 sq.ft. per gallon
  - Add to both coats 5lbs of 50 mesh white Ottawa silica sand to designated areas
  - Finish colors as follows:
    - \*Pool Walls and Floors- P002 Tank White
    - \*Lane Markers and Targets- P020 Black-Pool, or Owner approved



**CLARIFICATIONS & QUALIFICATIONS**

- This proposal includes all labor, materials, equipment, insurance, cleanup, supervision, and safety.
- This proposal is based on square footages provided by the City of Tonganoxie. (8,539 sq.ft.)
- This proposal is based on the assumption that the substrate is free of lead paint.
- This proposal does not include any abatement or disposal of lead paint.
- Dumpster for spent blast media and other debris to be provided by owner.
- All work to be completed on a 4 day – 10 hour per day work schedule. 7 am – 5:30 pm daily.
- All downtime related to work stoppage will be kept on T&M basis.
- **\*If areas to be repaired exceed 10% of total area a change-order will be issued for additional area.**

**EXCLUSIONS**

- All overtime. – see clarifications
- Repair/Repaint due to damage by others.
- Taxes
- Any deviations from Scope of Work or Clarifications & Qualifications will result in a Change-Order.

BASE BID PRICE	PRICE PER SQ.FT.	TYPE	TIMEFRAME
\$28,520.00	\$3.34	Firm	2 Weeks (8-10 Working Days)

*If you have any questions or need additional information, please contact me.*

*Sincerely,*

**James Brooks**

*Coatings Estimator / Project Manager*



Office: 15424 Andrews Rd. KCMO 64147

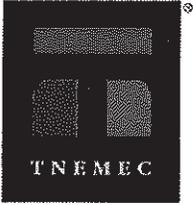
Shop: 15330 Hangar Rd. KCMO 64147

O: (913) 422-8001 | F: (913) 422-8081 | C: (816) 730-1741

www.inscoind.com | brooks@inscoind.com

MIDWEST COATING CONSULTANTS, INC.  
INDEPENDENT REPRESENTATIVE OF Tnemec COMPANY INCORPORATED

2003 FAYETTE STREET NORTH KANSAS CITY, MO 64116 TEL: 816-474-1616 FAX: 816-474-5656 WWW.TNEMEC.COM



January 6, 2020

To Whom It May Concern:

INSCO has successfully installed Tnemec systems listed in the subject specification as well as other Tnemec coatings.

INSCO is in good standing with Tnemec Co.

If there are any questions, please let me know.

Sincerely,  
Dustin Keilbey



**Project Qualifications and References**

*January 9, 2020*

City of Tonganoxie  
526 E 4<sup>th</sup> Street  
Tonganoxie, KS 66086  
ATTN: Dan Porter  
RE: Water Park Resurfacing Services

Dear Mr. Porter,

InSCO Industries has been in business since 1984, successfully completing many different projects over the years. Below is a compiled list of completed projects that have similarities in complexity, size and dollar value of the aforementioned project.

**Project References / Contact Information**

Job Name: Blast & Coat Interior / Exterior of Water Stand Tank  
Start Date: May 2014  
End Date: June 2014  
Facility Owner: KCPL Sibley Generating Station / Sibley, MO.  
Contracting Firm: Enerfab Midwest  
Contact Info: Daniel Earnest (816) 241-3335

Job Name: Blast & Coat Interior of Line Syrup Tanks  
Start Date: October 2014  
End Date: October 2014  
Facility Owner: Unilever / Independence, MO.  
Contact Info: Ron Harrison (816) 833-1700

Job Name: Blast & Coat Interior of Water Clarifier 2B  
Start Date: September 2014  
End Date: November 2014  
Facility Owner: KCPL Iatan Generating Station / Weston, MO.  
Contact Info: Jason Deffenbaugh (816) 471-5275



Job Name: Blast & Coat Interior / Exterior of NO.1 Water Clarifier Basin (PW)

Start Date: October 2014

End Date: December 2014

Facility Owner: City of Desoto, KS/ Desoto, KS

Contracting Firm: MTS Contracting

Contact Info: Wayne Schasteen (816) 421-0909

Job Name: Blast & Coat Interior of Unit 1 Water Make-Up Tank

Start Date: March 2015

End Date: May 2015

Facility Owner: KCPL Iatan Generating Station / Weston, MO

Contact: Jason Deffenbaugh (816) 471-5275

Job Name: Blast & Coat Interior / Exterior of NO.2 Water Clarifier Basin (PW)

Start Date: April 2015

End Date: June 2015

Facility Owner: City of Desoto, KS / Desoto, KS

Contracting Firm: MTS Contracting

Contact Info: Wayne Schasteen (816) 421-5275

Job Name: Blast & Coat Interior of K11 Green Binder Tanks

Start Date: June 2015

End Date: July 2015

Facility Owner: Certainteed Corporation / Kansas City, KS

Contracting Firm: Rand Construction

Contact Info: Colby Kooser (816) 421-4143

Job Name: Blast & Coat Bulk Water Storage Tank

Start Date: July 2015

End Date: July 2015

Facility Owner: DuPont Corporation / New Century, KS.

Contracting Firm: CDI Industrial & Mechanical Contractors

Contact Info: Doug Dibben (913) 287-0334



Job Name: Blast & Line Interior of Vessel 2.0B2

Start Date: March 2016

End Date: April 2016

Facility Owner: Bayer Corporation / Kansas City, MO

Contact Info: Richard Offield (816) 242-2000

Job Name: Blast & Line Interior of Vessel 4.2B3

Start Date: May 2016

End Date: June 2016

Facility Owner: Bayer Corporation / Kansas City, Mo

Contact Info: Pat Reid (816) 242-2000

Job Name: Blast & Coat Interior of Wash Tank #2

Start Date: September 2016

End Date: September 2016

Facility Owner: Ingredion Incorporated

Contact Info: Bob McGowan (816) 283-1600

Job Name: Blast & Coat Interior / Exterior of Unit 2 Water Condensate Tanks

Start Date: September 2016

End Date: December 2016

Facility Owner: KCPL La Cygne Generating Station / La Cygne, KS

Contact Info: Mitch Brooks (913) 757-4451

Job Name: Blast & Coat Interior of 2A Water Clarifier

Start Date: February 2017

End Date: April 2017

Facility Owner: KCPL Iatan Generating Station / Weston, MO

Contact: Jeff Seitz (816) 471-5275



*Job Name: Blast & Coat Interior of Water Storage Tanks*

*Start Date: February 2018*

*End Date: March 2018*

*Facility Owner: American Century Investments / Kansas City, MO*

*Contact Info: Jim McCann (816) 531-5575*

*Job Name: Blast & Coat Interior / Exterior of Palm Oil Tanks*

*Start Date: November 2018*

*End Date: December 2018*

*Facility Owner: Kellogg's Company / Kansas City, KS*

*Contracting Firm: CDI Industrial & Mechanical Contractors*

*Contact Info: Tracy Lehr (913)287-0334*

*Job Name: Blast & Coat Interior of PCT Room Water Vessel (PW)*

*Start Date: July 2019*

*End Date: July 2019*

*Facility Owner: Bayer Corporation / Kansas City, MO*

*Contact Info: Richard Offield (816) 242-2000*

*Job Name: HAH Containment Repairs*

*Start Date: August 2019*

*End Date: September 2019*

*Facility Owner: Bayer Corporation / Kansas City, MO*

*Contact Info: Brad Myers (816) 242-2000*

*Job Name: 6.1B3 RCRA Pad Repairs*

*Start Date: October 2019*

*End Date: October 2019*

*Facility Owner: Bayer Corporation / Kansas City, MO*

*Contact Info: Phil Brandis (816) 242-2000*

*Job Name: City of Merriam Natatorium*

*Start Date: July 2019*

*End Date: August 2019*

*Facility Owner: City of Merriam, KS*

*Contracting Firm: Doherty Steel*

*Contact Info: Ben Mining (913) 557-9200*



**INDUSTRIAL / COMMERCIAL COATINGS CONTRACTORS**

WWW.INSKOIND.COM

6902 Martindale Rd. Shawnee KS 66218 Phone 913-442-8001 Fax 913-442-8081

Job Name: Fire Hydrant Painting

Start Date: May 2019

End Date: October 2019

Facility Owner: City of Olathe, KS

Contact Info: Keith Krannawitter (913) 219-0283

Job Name: Painting of City Park Pool (CP1602)

Start Date: September 2019

End Date: November 2019

Facility Owner: City of Manhattan, KS

Contact Info: Casey Smithson (785) 587-2757

*If you have any questions or need additional information, please contact me.*

*Sincerely,*

**James Brooks**

**Coatings Estimator / Project Manager**



Office: 15424 Andrews Rd. KCMO 64147

Shop: 15330 Hangar Rd. KCMO 64147

O: (913) 422-8001 | F: (913) 422-8081 | C: (816) 730-1741

~@ [www.inscoind.com](http://www.inscoind.com) | ✉ [jbrooks@inscoind.com](mailto:jbrooks@inscoind.com)



**Project Supervision and Crew**

**January 9, 2020**

City of Tonganoxie  
526 E 4<sup>th</sup> Street  
Tonganoxie, KS 66086  
ATTN: Dan Porter  
RE: Water Park Resurfacing Services

Dear Mr. Porter,

Please see below list of Project Supervision, Field Supervision, and Crew Members for the  
aforementioned project.

**Project Supervision**

Name: Jeff Wilson  
Position: Coating Division Vice President – QA/QC  
Industry Experience: 24 years  
Education/Professional Qualifications: NACE CIP Level 3

Name: Scott Weller  
Position: Coating Division Project Executive – Contract Procurement  
Industry Experience: 16 years  
Education/Professional Qualifications: NACE CIP Level 1 / BA – Business Administration

Name: James Brooks  
Position: Coating Division Project Manager– Estimator / Project Management  
Industry Experience: 14 years  
Education/Professional Qualifications: DC3 Apprenticeship Certificate of Completion – DC3 Blueprint  
Reading Level I & II – OSHA 10 - OSHA 30

Name: Doug Johnson  
Position: Coating Division General Superintendent– Project Manpower/Equipment Scheduler  
Industry Experience: 40 years



**Field Supervision / Crew Members**

Name: Jordan Morrison

Position: Coating Division Foreman– Jobsite Operations Supervisor

Industry Experience: 6 years

Education/Professional Qualifications: OSHA 10 – OSHA 30 – NACE CIP Level 2 – CAS Training

Name: Jeffery Irwin

Position: Journeyman Painter – Perform Blasting/Coating Duties

Industry Experience: 15 Years

Education/Professional Qualifications: DC3 Apprenticeship Certification of Completion – OSHA 10 – C.A.S Training – First Aid & CPR Training

Name: Daniel Wagner

Position: Journeyman Painter – Perform Blasting/Coating Duties

Industries Experience: 25 Years

Education/Professional Qualifications: OSHA 10 – C.A.S Training – First Aid & CPR Training

Name: Cameron Hinton

Position: Journeyman Painter – Perform Blasting/Coating Duties

Industries Experience: 10 Years

Education/Professional Qualifications: DC3 Apprenticeship Certification of Completion – OSHA 10 – C.A.S Training – First Aid & CPR Training

**NOTE-** Field Supervision / Crew Member personnel listed are only proposed. Personnel may vary depending on availability and pre-existing workloads.



**INDUSTRIAL / COMMERCIAL COATINGS CONTRACTORS**

WWW.INSKOIND.COM

6902 Martindale Rd. Shawnee KS 66218 Phone 913-442-8001 Fax 913-442-8081

*If you have any questions or need additional information, please contact me.*

*Sincerely,*

*James Brooks*

*Coatings Estimator / Project Manager*



Office: 15424 Andrews Rd. KCMO 64147

Shop: 15330 Hangar Rd. KCMO 64147

O: (913) 422-8001 | F: (913) 422-8081 | C: (816) 730-1741

🌐 [www.inscoind.com](http://www.inscoind.com) | ✉️ [jbrooks@inscoind.com](mailto:jbrooks@inscoind.com)



**CITY OF TONGANOXIE  
REQUEST FOR PROPOSAL  
to provide  
Water Park Resurfacing Services  
Issued: December 11, 2019**

**Submit completed proposal to:**

**City of Tonganoxie  
P.O. Box 326  
Tonganoxie, KS 66086**

**Or Deliver to:  
Tonganoxie City Hall  
526 E 4<sup>th</sup> Street  
Tonganoxie, KS 66086**

## Instructions and Administrative Requirements

### I. ISSUING AGENCY

This Request for Proposal (RFP) is issued by the City of Tonganoxie, KS, subsequently referred to as the “City”.

### II. WATER PARK RESURFACING SERVICES REQUEST FOR PROPOSAL (RFP) SPECIFICATIONS

To contract with the City of Tonganoxie, respondents must be an established legal entity, which includes possessing a Federal Tax Identification Number, as required by IRS regulations.

### III. PROCUREMENT SCHEDULE

The following time table will be utilized for the awarding of a contract for the City’s auditing services

- |                                              |                                               |
|----------------------------------------------|-----------------------------------------------|
| 1. RFP advertised                            | Wednesday, December 11, 2019                  |
| 2. Deadline for final inquiries              | Thursday, January 2, 2020 by 2:00 p.m.        |
| 3. Answers to respondents inquiries released | Monday, January 6, 2020                       |
| 4. <b>Deadline for proposal submissions</b>  | <b>Thursday, January 9, 2020 by 2:00 p.m.</b> |
| 5. Selection Potentially Made                | Monday, January 20, 2020                      |

### IV. GENERAL INSTRUCTIONS

#### A. Respondent’s Inquiries

All respondent inquiries are due on Thursday, January 2, at 2 p.m. and should be directed to Lloyd Wisdom, preferably via email at [lwisdom@tonganoxie.org](mailto:lwisdom@tonganoxie.org). You may also call 785-393-4234. No inquiries, written or oral, will be accepted after this date.

In order for all potential Contractors to be treated equally, all questions regarding the Request for Proposal process and the responses made by the City of Tonganoxie will be made available to all respondents on the City’s RFP webpage.

Written responses to questions received through January 2 at 2 p.m. will be provided to all interested parties online at [www.tonganoxie.org](http://www.tonganoxie.org) no later than Monday, January 6, 2020.

The City will allow any interested parties to make an appointment to personally inspect the Water Park facilities and complete measurements of the pools during the afternoon on the following dates:

December 16, December 23, and December 30.

Please contact the Utilities Superintendent (Contact information found at Section XI) to reserve a time to make an inspection.

**B. Deadline for Submittal**

All proposal documents must be completed and received no later than **2:00 p.m. January 9, 2020** at the following address:

City of Tonganoxie  
Attn: Dan Porter,  
Assistant City Manager  
P.O. Box 326  
Tonganoxie, Kansas 66086

**C. Format**

Proposal documents may be submitted in any reasonable format, as long as all information requested is included. See “Submittal Requirements” below.

Proposers shall submit **one (1) written copy of the original proposal**. One (1) electronic copy of the original proposal is also preferred but not required.

**D. Period of Performance**

The period of performance for contracts issued as a result of this RFP process will be within a period ranging from February 1, 2020 to April 27, 2020. The Water Park facility pools must be available for filling with water on April 28, 2020. Payment will be scheduled upon completion.

**E. Conditions of Proposal**

Content of the proposal will become part of any final agreement for service. Commitments of the proposal must be valid for a period of thirty (30) days.

## **Guidelines for Respondents**

### **V. Introduction**

The City is soliciting proposals from qualified firms able to complete swimming pool coating rehabilitation services (resurfacing) according to the requirements of this RFP.

### **VI. General Information**

#### **A. Background Information**

The City of Tonganoxie operates the Tonganoxie Water Park facility located at 221 S Main St, Tonganoxie, KS 66086. The facility was constructed in 2008 and includes two large water slides, spray ground, zero-depth entry main pool, toddler pool, a full bathhouse, and a large water area for recreational and fitness activities. The Water Park is operated on a seasonal basis from Memorial Day weekend through Labor Day weekend each year.

The zero depth entry main pool and toddler pool include an underwater surface area of approximately 8539 square feet. The construction of these pools is concrete with a coating of Gunite. The pools were most recently repainted in spring of 2015.

### **VII. Services Required**

The following services are to be provided to the City of Tonganoxie:

#### **A. Resurfacing Specifications**

The City has worked with the manufacturer to develop the attached project specifications, which offer technical descriptions of the technique and components necessary to complete the requested swimming pool coating rehabilitation. The detailed specifications can be found at the conclusion of the Notice of Requests for Proposals.

#### **B. Mandatory Inspections**

The City requires 3 mandatory inspection meetings with attendance of the contractor and City or pool manufacturer representatives as part of the completion of this project. The first meeting, considered to be the Preconstruction Meeting, will take place prior to the issuance of a notice to proceed on the project. The second meeting, the Pre-Installation Meeting, will include an on-site inspection of the surface preparation techniques and take place prior to the field application of coating systems. The third required inspection, the Post-Application Meeting, will occur after the completion of coating application and clean-up activities. The third meeting must be scheduled prior to April 27, 2020. Finally, the contract will include the requirement for a 1 year inspection as noted in the attached project specifications.

### **VIII. Submittal Requirements**

All submissions must respond completely with all information requested in the submission requirements. Incomplete or omitted information will be considered unresponsive.

The following information shall be required in the RFP submittal:

1. **Letter of Transmittal**, to include:
  - a) Company name, address and telephone number(s) of the firm submitting the proposal.
  - b) Employer identification number.

- c) Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- d) Provide a statement which includes the language “proposal and cost schedule shall be valid and binding for thirty (90) days following proposal due date and will become part of the contract that is negotiated with the City.”

**2. General Vendor Information**, to include:

- a) Length of time in business.
- b) Total number of clients and total number of public sector clients.
- c) Number of full-time personnel in the firm’s staff. Identify names of key personnel who will work directly with City staff. Summarize the experience and technical expertise of these staff.
- d) Location of office that would service our account.

General vendor information must be provided for the responding vendor and all subcontractors proposed with the submission.

**3. Prior Experience** - Describe prior related experience of the respondent and any subcontractors.

**4. Project Plan** - The proposal should set forth a general project plan and schedule, including an explanation of the methodology to be followed to perform the services required in the request for proposals. Each proposal should detail the approach to be taken to the extent possible.

**5. References** - Provide the name, title, and contact information of three (3) references of clients for whom the respondent have provided similar services. Please provide information referencing the services provided, facility size, and the date you have provided services to this client.

References must be provided for the responding vendor and all subcontractors proposed with the submission.

**6. Fees for Services** – Provide the firm’s all-inclusive maximum fee for the requested work in this proposal. Fee proposal must include a breakdown of cost per square foot.

**IX. Evaluation Criteria and Process**

Staff will make a recommendation of award of the contract to the City Council for review. Staff will evaluate and rate each submittal based upon the following criteria:

1. Qualifications of key personnel, including subcontractors
2. Understanding of the City’s needs and services to be provided
3. Demonstrated ability to complete the work in the timeframe required
4. Project approach/plan
5. Responsiveness to the RFP
6. Cost

**X. Contract**

The City reserves the right to revise the stated contract terms and conditions prior to contract signature.

**XI. Inquiries**

Inquiries regarding this RFP should be directed to:  
Lloyd Wisdom, Utilities Superintendant  
Phone: 785-393-4234 Email: [lwisdom@tonganoxie.org](mailto:lwisdom@tonganoxie.org)

**XII. Submission Instructions**

The City reserves the right to request additional written or oral information to clarify all written statements of qualifications or proposals. Submit all material to:

Dan Porter, Assistant City Manager – City of Tonganoxie, P.O. Box 326, Tonganoxie, Kansas 66086, no later than **2:00 pm on January 9, 2020.**

**XIII. Right to Reject**

The City of Tonganoxie reserves the right to reject any and all proposals and statements of qualifications and accepts no responsibility for the cost of proposal preparation. Respondent has no expectation or right to a contract with the City.

*The City of Tonganoxie is an equal opportunity employer and encourages all qualified individuals and firms to respond.*

# PAINTING SPECIFICATIONS

ATTACHMENT

SECTION 09 96 00 — COATING SYSTEMS FOR REHABILITATION OF SWIMMING POOL  
PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes coating systems for rehabilitation of existing swimming pools.
- B. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

- A. This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.
- B. ASTM International (ASTM):
  - 1. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
  - 2. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.
  - 3. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- C. NACE International (NACE):
  - 1. NACE 6 - Surface Preparation of Concrete.
- D. SSPC: The Society of Protective Coatings (SSPC):
  - 1. SSPC-SP 1 - Solvent Cleaning.
  - 2. SSPC-SP 13 - Surface Preparation of Concrete.
- E. International Concrete Repair Institute (ICRI):
  - 1. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- F. Related Sections:
  - 1. Section 02760 - Paving Specialties: Pavement marking paints.
  - 2. Section 05080 - Factory-Applied Metal Coatings.
  - 3. Section 15075 - Mechanical Identification: Identification of mechanical equipment.
  - 4. Section 16075 - Electrical Identification: Identification of electrical equipment.
- G. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents, the last version of the document before it was discontinued.

### 1.3 DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

### 1.4 SUBMITTALS

- A. Submit under provisions of Division 1, Section 01 33 00 Submittal Procedures.
- B. Submit for approval prior to commencing any work:
  - 1. Manufacturers data sheets on each product to be used, including:
    - a. Preparation instructions and recommendations.
    - b. Storage and handling requirements and recommendations.
    - c. Installation methods.
    - d. Operation and maintenance data.
    - e. Submit manufacturer's Safety Data Sheets (SDS) and other safety requirements.
- C. Shop Drawings:
  - 1. Submit a complete list of products proposed for use, including identifying product names and catalog numbers.
    - a. Arrange in same format as Schedule of Finishes.
    - b. Include applicable manufacturer's data and recommendations.
- D. Selection Samples: For each finish product specified, provide two complete sets of color chips representing manufacturer's full range of available colors.
- E. Verification Samples: For each finish product specified, provide two samples, minimum size 3 x 4 inch square, representing actual product, color and patterns.
- F. Manufacturer's Certificates: Provide a letter certifying products specified meet or exceed specified requirements.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Provide products from a company specializing in manufacture of high-performance epoxy coatings with a minimum of ten (10) years' experience.
  - 1. Materials shall be products of a single manufacturer or items standard with manufacture of specified coating materials.
  - 2. Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- B. Applicator's Qualifications: Engage a single installer approved by the manufacturer with a minimum of three (3) years' experience in the application of protective coatings with documented skill and successful experience in the installation.
  - 1. Submit name and qualifications to Owner.
  - 2. Submit proof of acceptability of applicator by manufacturer to Owner.
  - 3. Submit proof of five (5) projects of similar capacity.

- C. Single-Source Responsibility:
  1. Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.
  2. Provide secondary materials which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.
  
- D. Regulatory Requirements: Conform to applicable codes and ordinances for flame, fuel, smoke and volatile organic compounds (VOC) ratings requirements for finishes at time of application.
  
- E. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  1. Prepare a ten (10) foot by ten (10) foot (3.05m by 3.05m) mock-up for each coating system specified using same materials, tools, equipment, and procedures intended for actual surface preparation and application.
  2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Owner.
  3. Refinish mock-up area as required to produce acceptable work.
  4. Retain mock-ups to establish intended standards by which coating systems will be judged.
  
- F. Pre-Installation Meeting:
  1. Schedule a conference and inspection to be held on-site before field application of coating systems begins.
  2. Conference shall be attended by Contractor, Owner's representative, coating applicators, and a representative of coating material manufacturer.
  3. Topics to be discussed at meeting shall include:
    - a. A review of Contract Documents and accepted shop drawings shall be made and deviations or differences shall be resolved.
    - b. Review items such as environmental conditions, surface conditions, surface preparation, application procedures, and protection following application. A surface mock-up of the surface preparation requirements for the project, both interior and exterior, shall be prepared by the Contractor. All parties shall agree to the degree of cleanliness and the mock-up shall be preserved for the duration of the project.
    - c. Establish which areas on-site will be available for use as storage areas and working area.
  4. Pre-construction conference and inspection shall serve to clarify Contract Documents, application requirements and what work should be completed before coating application can begin.
  5. Prepare and submit, to parties in attendance, a written report of pre-installation conference. Report shall be submitted within 3 days following conference.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: All coatings shall be properly prepared by the manufacturer and delivered to the site for field painting in the original, unbroken containers with manufacturer's label plainly printed thereon clearly identifying:
  1. Coating or material name.
  2. Manufacturer.
  3. Color name and number.

4. Batch or lot number.
  5. Date of manufacture.
  6. Mixing and thinning instructions.
- B. Storage:
1. Store materials in a clean, dry area and within temperature range in accordance with manufacturer's instructions.
  2. Keep containers sealed until ready for use.
  3. Flammable coatings must be stored to conform to City, County, State and Federal safety codes for flammable coatings or paint materials.
  4. At all times, coatings shall be protected from freezing.
  5. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

## 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather:
1. Air and surface temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
  2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above the dew point.
  3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
  4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
  5. Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.
- C. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- D. Dust and Contaminants:
1. Schedule coating work to avoid excessive dust and airborne contaminants.
  2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

## 1.8 WARRANTY

- A. Manufacturer's Warranty: Coating manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year, from date of conditional acceptance. Provide associated warranty certificate.

- B. Applicator's Warranty: Applicator shall warranty the installed protective lining system as free from material and workmanship defects for a minimum period of one (1) year. Provide associated warranty certificate.

## PART 2 - PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Products specified are manufactured by Tnemec Company, Inc., Kansas City, MO and are specified as a standard of quality.

### 2.2 MATERIALS

- A. Compatibility: Provide field primers and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

### 2.3 COATING SYSTEMS FOR SWIMMING POOLS

- A. Swimming Pool Walls and Floors:
  - 1. System Type: Polyamide Epoxy/Polyamide Epoxy
  - 2. Surface Preparation: Brush Off Blasting- Brush blast a clean dry surface, free from oil, grease, lose coatings and other contaminants such as chalk by compressed air nozzle blasting, centrifugal wheels or other specific method to create a uniformly abraded surface to provide a profile comparable to 80-100 grit sandpaper. Feather all sharp edges where previous loose coatings were removed.
  - 3. First Coat: Series161 Tneme-Fascure , applied at 200 square feet per gallon.
    - a. First Coat Color: P002, Tank White-Pool
  - 4. Finish: Series 161HS Tneme-Fascure, applied at 200 square feet per gallon.
    - a. Finish Color: P002, Tank White- Pool
  - 5. System Note:
    - a. For Zero depth entry add 5 lbs. of 50 mesh white Ottawa silica sand to designated areas for both the intermediate coat and finish coat.
    - b. Any substrate areas needing repaired prior to coating shall be patched using Tnemec Series 215.
- B. Lane Markers and Targets:
  - 1. System Type: Polyamide Epoxy/ Polyamide Epoxy.
  - 2. Surface Preparation: Brush Off Blasting- Brush blast a clean dry surface, free from oil, grease, lose coatings and other contaminants such as chalk by compressed air nozzle blasting, centrifugal wheels or other specific method to create a uniformly abraded surface to provide a profile comparable to 80-100 grit sandpaper. Feather all sharp edges where previous loose coatings were removed.
  - 3. First Coat: Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
    - a. Intermediate Color: P020 Black- Pool, or Owner approved.

## COATING SYSTEMS FOR TONGANOXIE SWIMMING POOL

4. Finish: Series 161 Tneme-Fascure, applied at 200 square feet per gallon
  - a. Finish Color: P020 Black- Pool, or Owner approved.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions under which coating systems are to be applied.
- B. Notify Architect of areas or conditions not acceptable.
- C. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.
- D. Do not begin installation until substrates have been properly prepared.

#### 3.2 PREPARATION

- A. Protection of areas not scheduled to be coated:
  1. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
  2. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
- B. Surface Preparation: Brush Off Blast Cleaning
  1. Brush blast a clean dry surface, free from oil, grease, lose coatings and other contaminants such as chalk by compressed air nozzle blasting, centrifugal wheels or other specific method to create a uniformly abraded surface to provide a profile comparable to 80-100 grit sandpaper. Feather all sharp edges where previous loose coatings were removed. All residual abrasive, dust and loose material must be removed by sweeping and vacuuming.

#### 3.3 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.

- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel, such as welds, corners, and edges using specified primer.

### 3.4 REPAIR

- A. Materials and Surfaces Not Scheduled to be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair of damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

### 3.5 FIELD QUALITY CONTROL

- A. Inspector's Services:
  - 1. Verify coatings and other materials are as specified.
  - 2. Verify surface preparation and application is as specified.
  - 3. Verify DFT of each coat and total DFT of each coating system specified using wet film and dry film gauges.
  - 4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
  - 5. Report:
    - a. Submit written reports describing inspections made and actions taken to correct non-conforming work.
    - b. Report non-conforming work not corrected.
    - c. Submit copies of report to Architect and Contractor.
- B. Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.
- C. One-Year Inspection:
  - 1. Owner will set date for one-year inspection of coating systems.
  - 2. Inspection shall be attended by Owner, Contractor, Architect, and manufacturer's representative.
  - 3. Repair deficiencies in coating systems as determined by Architect in accordance with manufacturer's instructions.

### 3.6 CLEANING

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.7 PROTECTION OF COATING SYSTEMS

- A. Protect surfaces of coating systems from damage during construction.
- B. Touch-up, or repair damaged products before substantial completion.

END OF SECTION 09 96 00



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** George Brajkovic, City Manager  
**SUBJECT:** Purchase of Replacement Street Light Pole at 4<sup>th</sup> St & Main St

**DISCUSSION:**

During the December 15, 2019 winter weather event, the decorative tall intersection light pole at 4<sup>th</sup> St & Main St was struck by a vehicle and permanently damaged, and staff subsequently removed the pole. The decorative poles were part of a previous downtown improvement program, and there are numerous poles located throughout the City. Public Works staff completed the following assessment:

- On 4<sup>th</sup> St – 49 short poles, 22 tall intersection poles
- Main St by pool – 6 short poles
- Stonecreek Subdivision – 12 tall intersection poles
- Woodfied Dr – 1 tall pole

That is a total 90 Poles. Staff also completed a condition assessment, and approximately 40 poles have some type of peeling powder coating on them, mostly on the bases.

There is a single vendor that offers this exact pole. Staff reached out to other vendors for comparative pricing. However, only one additional vendor was located, and although the quote for the pole was slightly less than Stanion, the pole itself was not an exact match to the other 89 poles in the community, it would have required staff to fabricate an adapter plate to retro fit the wiring harness already in place, and did not include shipping charges.

Therefore, staff is recommending moving forward with a replacement pole purchase from Stanion.

**BUDGET IMPACT:**

\$6,021.99.

**ACTION NEEDED:**

Make a motion to approve a purchase from Stanion Wholesale Electric Co. for a replacement tall intersection light pole in an amount not to exceed \$6,021.99.

**ATTACHMENTS:**

Invoice from Stanion Wholesale Electric Co.

**cc:** Kent Heskett, Public Works Director  
Dan Porter, Assistant City Manager  
Anna Krstulic, City Attorney



Stanion Wholesale Elec. Co  
 812 S. Main St.  
 PO Drawer F  
 Pratt, KS 67124  
 Website: www.stanion.com

**QUOTE**

Placed by	Ack Date	Order #
	12/20/19	4864565-00
PO #		Page #
CITY OF TONGANOXIE		1

Ship **LW ELECTRIC CONTRACTOR CASH AC**  
 To: **2958 FOUR WHEEL DRIVE**  
**LAWRENCE, KS 66047**

Correspondence **Stanion Wholesale Elec. Co**  
 To: **812 S. Main St.**  
**PO Drawer F**  
**Pratt, KS 67124**

Bill **LW ELECTRIC CONTRACTOR CASH AC**  
 To: **2958 FOUR WHEEL DRIVE**  
 25595 **LAWRENCE, KS 66047**

*This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at [www.stanion.com/terms.html](http://www.stanion.com/terms.html)), which are incorporated by reference herein as though fully set forth.*

Instructions		
CASH ONLY		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 105	CUSTOMER	



Service Center: Lawrence, KS Ph: 785-841-8420 Fax: 785-841-0010

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
1	F121-B4-EPC-250WPSH-240V -BL3-RAL-CURA HERITAGE CASTING	1		1	each	5246.98795	each	5246.99
<b>1</b>	<b>Lines Total</b>			<b>Qty Shipped Total</b>	<b>1</b>		<b>Total</b>	<b>5246.99</b>

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for \_\_\_\_\_ days(30 max) from quotation date and must be renegotiated after that time.

**Freight In 775.00**



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor Jason K. Ward and Members of the City Council  
**FROM:** Melanie Bilby, Planning Clerk  
**SUBJECT:** Consideration of Planning Commission Attendance Record

**DISCUSSION:**

The Planning Commission Bylaws approved in 2017 include a section dedicated to attendance, specifically referring attendance record to the Governing Body for consideration of action following the third absence in a rolling twelve month time period. Following the January 2, 2020 Planning Commission meeting Kevin Harris has failed to attend three meetings within twelve months. Staff notified Mr. Harris and invited him to attend the City Council meeting in order to represent his interest in remaining on the Planning Commission. Mr. Harris' term on the Planning Commission expires August 21, 2020.

The City Council considered the attendance record of Planning Commissioners Zach Stoltenberg and Crystal Henson on November 18, 2019 and approved a motion to place each of the Planning Commissioners on a 3 month probationary period requiring no absences over that time. No meetings have been missed by Mr. Stoltenberg or Ms. Henson in the subsequent two meetings of the Planning Commission.

**BUDGET IMPACT:**

No impact to the 2020 Budget.

**ACTION NEEDED:**

To be determined by the Governing Body.

**ATTACHMENTS:**

Planning Commission Attendance Record  
Planning Commission Bylaws

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

	01/03/19	03/07/19	04/04/19	05/02/19	08/01/19	09/05/19	10/03/19	11/07/19	12/05/19	01/02/20
Stoltenberg	Y	Y	Y	N	Y	Y	N	N	Y	Y
Harris	Y	Y	Y	Y	N	Y	Y	N	Y	N
Dale	Y	Y	Y	Y	N	Y	Y	Y	Y	N/A
Morgan	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Gee	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Henson	Y	Y	N	Y	N	Y	Y	N	Y	Y
Bitler	N/A	N/A	N/A	N/A	N/A	Y	Y	Y	Y	N

# TONGANOXIE PLANNING COMMISSION

## BY-LAWS RULES AND REGULATIONS

October 2017

### REGULAR MEETINGS

1. Annual Business Meeting for the election of Planning Commission officers shall be held in the Tonganoxie City Council Chambers on the first Thursday in the month of June each year. Elected officers shall take office at that same time.
1. Regular Meetings. The regular monthly meetings of the Commission shall be held on the 1<sup>st</sup> Thursday of each month in the Tonganoxie City Council Chambers unless that Thursday is a holiday, under which circumstance the monthly meeting shall be held on the first Wednesday.
2. Workshop Meetings. The Commission will hold a Workshop as necessary for discussion and training purposes or any other business deemed appropriate by the Chairperson of the Commission. Said meetings will be held in the City Council Chambers.
3. Adjourned Meeting. An adjourned meeting of the Commission may be held at such time and place as may be fixed in the resolution of adjournment or notice of special meeting. If no other place is fixed in the notice, the meeting shall be held in the Tonganoxie City Council Chambers.

### AGENDA ITEMS

1. Any concerned citizen, City Council member or Planning Commission member shall follow the procedure as outlined here:
  - A. The annually updated Application & Review schedule of submissions shall be followed for items to be heard by the Planning Commission.
  - B. When calling a special meeting, the item to be discussed will be a part of the meeting's call.
  - C. At each regular meeting there shall be an item on the agenda worded "Open Agenda and any person present may ask to have a particular subject discussed. The Chairperson will call for a motion and a second; if the motion passes the item shall be discussed. Should the motion fail the item will be put on the agenda for the next regular meeting. NOTE: No item shall be discussed at this time which should be legally published, or which necessitates notification of adjoining property owners.

## **SPECIAL MEETINGS**

1. A special meeting of the Commission may be called by the Chairperson and held at any time or place fixed in the notice.
2. The Chairperson shall call a special meeting of the Commission at the request of any three or more commission members submitted in writing. If the Chairperson fails to comply with such a request, the meeting shall be called by the said requesting members, all of whom sign the notice.
3. An adjourned special meeting of the Commission may be held at such time and place as is fixed in the notice of adjournment. If no other place is fixed in the notice, the meeting shall be held in the Tonganoxie City Council Chambers.

## **NOTICE OF MEETINGS**

1. It shall be necessary to give notice of all annual or regular monthly meetings. Failure to give notice for any meeting or to receive the same shall not affect the validity of any election held or acts done at such meeting.
2. Notice of regular and special meetings shall name the time, place and the business to be transacted. Notices shall be mailed to each member not less than three (3) days prior to the meeting.
4. All meetings, both regular and special shall be open to the public.

## **EXECUTIVE SESSIONS**

1. The Planning Commission and its sub-committees have the right to meet in executive session as set out in the state statutes, KSA 75-4319; Closed or Executive Meetings; Conditions; Authorized Subjects for Discussion; Binding Action Prohibited.
  - A. Upon formal motion made, seconded and carried, all bodies and agencies subject to this act may recess, but not adjourn, and then re-open as a closed or executive meeting. Any motion to recess for a closed or executive meeting shall include a statement of (1) The justification for closing the meeting, (2) the subjects to be discussed during the closed or executive meeting, and (3) the time and place at which the open meeting will resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.
  - B. No subjects shall be discussed at any closed or executive meeting, except the following;

1. Specific personnel matters of non-elected personnel, not general personnel policies;
  2. Consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationships;
  3. Matters relating to employer-employee relations or negotiations whether or not an employee representative is present;
  4. Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
  5. Matters affecting a student, a patient or a resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
  6. Preliminary discussions relating to the acquisition of real property only, not the sale thereof.
- C. No binding action shall be taken during the closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purpose of this act.

## **QUORUM**

1. At least the majority of the members of this commission shall be necessary to constitute a quorum for the transaction of business.
2. The affirmative vote of a majority of those members present shall be required for the exercise of powers or functions conferred or imposed upon this commission, but less than the majority of the members may meet and adjourn from time to time until a quorum is present.

## **MEMBERS' ABSENCE**

1. Should any member of the Planning Commission fail to attend three (3) meetings in a rolling calendar year, the clerk of the commission shall notify the Mayor in writing, giving the name of the individual and the dates of the meetings missed.
2. The Mayor shall cause the matter to be placed on the agenda for consideration by the governing body at its next regular meeting or shortly thereafter.
3. The Assistant City Manager or City Clerk of the governing body shall notify the individual of the date and time of the meeting at which said matter shall be considered by the governing body.
4. At the time of consideration, the Mayor, with the consent of the governing body, will declare a vacancy existing and proceed to appoint a successor for the remaining term of the vacant position by majority vote. The governing body may continue the consideration of the vacancy or the appointment of a successor.

## OFFICERS

### 1. Chairperson

- A. The Chairperson shall preside at all meetings of the Commission.
- B. The Chairperson shall, when authorized by the Commission, execute in his/her name all contracts, bonds, and other obligations.
- C. The Chairperson shall appoint the committees.
- D. The Chairperson shall perform such other duties as are usually exercised by the chairperson of a commission or the president or the chief officer of such commission.

### 2. Vice-Chairperson

- A. The position of Vice-Chairperson is hereby established.
- B. The Vice-Chairperson's duties shall be to perform the duties of the Chairperson during the absence or disability of the Chairperson.

### 3. Secretary

- A. The Secretary shall be a member of the Planning Commission and will be responsible for signing approved plats and perform the duties of the Chairperson during the absence or disability of the Chairperson and Vice-Chairperson.

### 4. Planning Commission Clerk

- A. The Planning Commission Clerk shall be designated by City Staff and shall be responsible for keeping a record of and transcribing all meeting minutes into the official minute book of the Commission. Minutes of the meetings shall be prepared within seven (7) days after the meeting. Copies of the minutes shall be furnished to each member of the governing body and each member of the Planning Commission. In order to assist the planning commission clerk in preparing the minutes of scheduled public Planning Commission meetings, a recording device may be used. Any recording will be kept on file for two (2) years before being destroyed unless litigation requires a permanent copy to be kept. Any recording will be kept in Tonganoxie City Hall for anyone to listen to concerning Planning Commission activities.
- B. The planning commission clerk shall cause notices to be sent on all regular and special meetings required under these by-laws or as directed by the Chairperson.

- C. The planning commission clerk, when required, shall attend meetings of the committees and shall be responsible for the minutes thereof, furnishing each member of the committee with a copy.
- D. The planning commission clerk shall have charge of the office of the commission and all books, papers and records thereof and shall attend to all correspondence of the commission.

## **COMMITTEES**

1. Whenever necessary, the Chairperson of the commission shall appoint special committees for such purposes as he or she sees fit, or as may be authorized by the commission.
2. The Chairperson shall appoint, upon a motion, second and vote from any commission member, two (2) members to a committee. This appointment shall be made at regular or special meetings and any interested persons are invited to provide input or accompany committee members on any inspections.
3. The Chairperson shall appoint one (1) member of each committee as the Chairperson thereof, and the committee shall meet at such times and places as directed by the Chairperson of said committee. A committee constitutes a miniature assembly and may act only when a quorum is present.
4. When a committee originates a report, it must be complete when presented. All committee reports should close with definite recommendation(s) and will be written in the third person. A committee report is to be presented by the Chairperson of the committee.

## **ELECTIONS AND APPOINTMENTS – City Code Chapter XVI, Article 1**

Appointments - The Planning Commission shall consist of seven (7) members, of which five members shall be residents of the city and two members shall reside outside the city, but within the designated planning area of the city which is within at least three miles of the corporate limits of the city. K.S.A 12-744(a).The members of the Planning Commission shall be appointed by the Mayor with approval of the Governing Body for the City of Tonganoxie. Members of the Commission shall serve without compensation.

1. The Chairperson of the commission shall be elected at the annual meeting thereof and shall hold office for one year or until a successor is appointed and qualified.
2. The Vice-Chairperson shall be elected at the annual meeting of the commission immediately after the election of the Chairperson and shall hold his or her office for one year or until a successor is appointed and qualified.

3. The Secretary shall be elected at the annual meeting of the commission immediately after the election of the Vice-Chairperson and shall hold his or her office for one year or until a successor is appointed and qualified.
4. Any vacancy in the office of Chairperson, Vice-Chairperson or Secretary of the commission may be filled at any regular or special meeting after such a vacancy.
5. The planning commission clerk shall be designated by city staff.
6. In the event that the Chairperson and the Vice-Chairperson or the Secretary of the commission should be absent or unable for any reason to attend to the duties of their office, the members of the commission may, at any regular meeting or at any special meeting called for that purpose, appoint a Chairperson pro term, as the case may be, who shall attend to all the duties of such officer until such officer shall return or be able to attend to his duties.

## **ORDER OF BUSINESS**

1. Roll Call
2. Approval of the minutes of the previous meeting.
3. Open Agenda
4. Old business
5. New Business (Public Hearings)
6. Information & Communications (No Action Required)
7. Adjourn

## **MOTION AND VOTING**

1. Motions must be seconded and require a majority vote by voice. On a roll call vote an entry must be made in the minutes of the names of all those voting affirmative and negative.
2. No member can vote who is not present when the question is put forth and no vote by proxy is permitted.
3. No member can vote on a question in which he has a direct personal or pecuniary interest.
4. A member has the right to change his or her vote until the time that the vote is announced.

5. In announcing a vote the chairperson should state first whether the motion is carried or lost.
6. The chairperson should restate every motion before it is put to vote.
7. Motion to dispense with the reading of the minutes and to approve them as mailed to the members is in order.

#### **AMENDMENT OF BY-LAWS**

1. The foregoing by-laws, or any part thereof, may be amended at any regular meeting of the Planning Commission, or at any special meeting of the Planning Commission where not less than three (3) days notice has been given to all members of the Planning Commission and a copy of the proposed amendment sent with the notice, providing, however, that it shall require the vote of not less than two-thirds (2/3) of the members to make any amendment or change in these by-laws. The amendment will then go to the City Council for approval.



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** January 21, 2020  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Library Board Vacancies Appointment Recommendations

**DISCUSSION:**

Two positions on the Tonganoxie Library Board were vacated in December 2019 with the election of Jacob Dale to the City Council and David Frese as Mayor. Library Board positions include a four year term. On January 6, 2020 the City Council appointed Sherry Agee to fill the position previously held by Jacob Dale.

City Charter Ordinance 18 stipulates that five positions on the Library Board be filled by residents of the City of Tonganoxie, with other positions open to any person residing within the boundaries of Unified School District 464. Charter Ordinance 26 provides that appointments are made by the Mayor with the approval of the majority of the Governing Body.

The Library Board considered applications and forwarded recommendations of appointment for Emily Arnold, Dana Splichal, and Jennifer Kohl to the Tonganoxie Library Board. Applications are provided as an attachment. Jennifer is a resident of the City of Tonganoxie and Emily & Dana reside in Leavenworth County.

**BUDGET IMPACT:**

None.

**ACTION NEEDED:**

Appointments are made by the Mayor with the approval of the majority of the Governing Body.

**ATTACHMENTS:**

Library Board Application – Emily Arnold  
Library Board Application – Dana Splichal  
Library Board Application – Jennifer Kohl

**cc:** George Brajkovic, City Manager  
Anna Krstulic, City Attorney  
Steve Skeet, Library Board President  
Nicole Holifield, Library Director



**TONGANOXIE**  
PUBLIC LIBRARY

Tonganoxie Library Board of Trustees

Application for Board Position

Name \_\_\_Emily Arnold\_\_\_\_\_

Street Address \_\_\_20874 225 St\_\_\_\_\_

City \_\_\_Tonganoxie\_\_\_\_\_ State \_\_\_KS\_\_\_ ZIP \_\_\_66086\_\_\_

Telephone \_\_\_913.481.5263\_\_\_\_\_

I have been a resident of Tonganoxie since \_\_\_2015\_\_\_\_\_

Please explain why you are interested in becoming a library trustee.

First, I am very passionate about expanding access to books, media, educational programs, and the internet, and I believe a strong and thriving library is essential to a town's/community's health.

Second, my husband and I have only lived in Tongie for four years. Given most of our connections were in the Lawrence and KC areas, I thought Tongie was just going to be a place where we resided. We unexpectedly found a wonderful community, and Tongie is now the place we *want* to call. Serving on the library board is a way to participate and helped build the community we are so thankful to be a part of.

What experience and skills do you bring to the Board?

I work at KU, so I can bring some perspective from higher education. As part of my position, I have to manage my various research projects, including budget, personnel, and other resources. I am also on the board of advisors for Kansas Starbase, a K-12 DoD funded outreach program, so I am familiar with the struggles of government-funded non-profits.

What do you think are the library's most important roles on the community?

Libraries are a gateway to knowledge and culture, and serve as a "third place"—a place that is neither one's home nor workplace and is a location that fosters community. From a more literal standpoint, the library's most important role is providing broad access to books, media, educational programming, and the internet.

What are some of the problems and challenges facing libraries?

Libraries are increasingly relied on to provide various social services/functions such as technology access and educational opportunities for patrons of all ages. Libraries must utilize their limited resources to address a broad set of needs of the community. In addition, the recent news of Macmillian Publishing restricting access to e-books could be the first of many publishers to take such action, which would further strain libraries to meet the needs of their patrons.

Are you available to attend Board meetings at 7:00 pm on the 2nd Wednesday of each month?

Yes

Is there anything that would prevent you from holding an officer position on the Board? If yes, what?

No

I understand that information provided in this application is part of public record and could be available to others upon request.

Signature 

Date 11/22/19

Please submit completed applications to:

Tonganoxie Public Library  
Attn: Library Board President  
303 S. Bury  
Tonganoxie, KS 66086



**TONGANOXIE**  
**PUBLIC LIBRARY**

Tonganoxie Library Board of Trustees

Application for Board Position

Name \_\_\_Dana Splichal\_\_\_\_\_

Street Address \_\_\_\_\_18162 250<sup>th</sup> Street

City Tonganoxie State KS ZIP 66086

Telephone 913-845-1589 or 913-645-2156\_\_

I have been a resident of Tonganoxie since birth, minus a few years.

Please explain why you are interested in becoming a library trustee.

I was asked to join the board based on my history as a prior auditor of the Library and then consultant. However, I do want to be involved in my local community and am excited to be able to utilize my skills and knowledge.

What experience and skills do you bring to the Board?

I have been in the accounting profession for over 20 years. And, In my role as an auditor and CPA, I have worked with governmental entities and boards of various sizes.

What do you think are the library's most important roles in the community?

I believe that the roles of a library is always changing. With the changes in technology and community needs, the library of today is not the same as yesterday. I believe that the most important role is to foster relationships; whether that be with our literature, technology, information, kids, neighbors or community.

What are some of the problems and challenges facing libraries?

**Funding would be the biggest challenge followed by support of the community as there are some that do not understand that a library is not just a room full of books.**

Are you available to attend Board meetings at 7:00 pm on the 2nd Wednesday of each month?

**Yes**

Is there anything that would prevent you from holding an officer position on the Board? If yes, what?

**No**

I understand that information provided in this application is part of public record and could be available to others upon request.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please submit completed applications to:

Tonganoxie Public Library  
Attn: Library Board President  
303 S. Bury  
Tonganoxie, KS 66086



# Boards and Committees Application

City of Tonganoxie

<b>Name (First and Last)</b>	Jennifer L Kohl
<b>Address</b>	1240 Shawnee Street Tonganoxie KS 66086
<b>Email</b>	littlepig@Live.com
<b>Phone Number</b>	9134163652
<b>Are you a registered voter?</b>	Yes
<b>Do you live within the city limits of Tonganoxie?</b>	Yes
<b>Where do you work? Please include your job title and a brief description of your job duties and responsibilities.</b>	Lieutenant over patrol in Basehor Kansas. Patrol supervision, report reviews, some budgetary items, scheduling, working with state agencies on grant programs.
<b>What Board/Committee would you like to serve on?</b>	Library Board
<b>Why do you wish to serve on this board?</b>	Public service oriented and would love to fill an open spot to help assist in any way possible in the community.
<b>What other Tonganoxie boards and committees have you served on?</b>	none
<b>Is this an application for a reappointment to a board you currently serve on?</b>	No
<b>Describe any work or volunteer experience that is related to the function of this board or committee.</b>	Basehor Chamber of Commerce
<b>Select your highest education completed.</b>	Bachelors Degree
<b>Other information or comments</b>	

### Library Project Budget Report - As of 2020-01-14

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
<b>Subtotal Land Acquisition Liabilities</b>	<b>233,778</b>	<b>196,172</b>	<b>37,606</b>
<b>Pre-Construction, Design, and Construction Liabilities - JE Dunn</b>	<b>Budget</b>	<b>Actual Costs Incurred</b>	<b>Balance Remaining</b>
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	2,408,789.00	721,433.00
		-	-
		-	-
<b>Subtotal Pre-Construction &amp; Design Liabilities - JE Dunn</b>	<b>3,516,222</b>	<b>2,780,255</b>	<b>735,967</b>
<b>Total Project Liabilities (not including issuance costs)</b>	<b>Budget</b>	<b>Actual Costs Incurred</b>	<b>Balance Remaining</b>
	<b>3,750,000</b>	<b>2,976,427</b>	<b>773,573</b>



Greg Lawson  
Chief of Police

# Tonganoxie Police Department

**\* MEMORANDUM \***

TO: George Brajkovic  
FROM: Chief Greg Lawson  
DATE: 12/30/2019  
SUBJECT: 2019 REPORT PRESENTED TO GOVERNING BODY

Sir,

*Per City Code, Chapter X., Article 3 (Law Enforcement Trust Fund), 10-303, the police department shall compile and submit annually a special law enforcement trust fund report to the governing body which report shall specify, for such period, the type and approximate value of the forfeited property received, the amount of any forfeiture proceeds received, and how any of those proceeds were expended. (Ord. 1293)*

In 2019, the Tonganoxie Police Department’s Law Enforcement Trust Fund had the following activity:

Beginning balance January 2019:	\$ 6257.38
Forfeited property (non-cash) received:	\$ 0
Amount of forfeiture proceeds received:	\$ 2837.25
Expenditures from account:	\$ <u>204.75</u> (court costs LVCO Attorney’s Office)
Ending Balance:	\$ 8889.88

Thank you, and please contact me with any questions or concerns.

