

CITY OF TONGANOXIE

June 15, 2020
7:00 Regular Meeting



REMOTE MEETING – See City of Tonganoxie website at www.tonganoxie.org for more information. There may be an audio recording of the meeting which will be utilized to prepare the meeting minutes.

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 June 1, 2020

III. Consent Agenda

- a) Review bill payments

IV. Open Agenda

Open agenda is not available during this meeting. Comments received by the City Clerk or emailed to info@tonganoxie.org by 1:00 PM on the date of the meeting will be reviewed and possibly shared for review by the Governing Body.

V. Old Business

VI. New Business

- a) 2020 Citizen Survey Results Presentation
- b) Public Hearing – Opportunity for 2021 Budget Development Input

Due to the remote format of the meeting, public hearing comments or requests to address the Governing Body must be received by the City Clerk or emailed to info@tonganoxie.org by 1:00 PM on the date of the meeting. Comments will be reviewed and shared with the Governing Body.

- c) Consider Appointment of Ryan Brune to a City position on the Tonganoxie Recreation Commission
- d) Consider Approval of 2020 Firework Sales Permits (3)
- e) Ordinance 1486: Zoning Ordinance Changes, Amending Section 26-010 to delete Subsections A through C and Amending Section 30-010 to State "Reserved."
- f) Consider Proposed Adjustments to the Planning Commission Bylaws
- g) Consider Authorizing the Execution of a Letter of Engagement with BT & Co for Auditing Services
- h) Resolution 06-20-02: Animal Control Contract with the City of Basehor
- i) City Manager Agenda
 - 1. Urgent Needs Grant Update
 - 2. COVID-CV Grant Application Update
- j) City Attorney Agenda
- k) Mayor Pro Tem Agenda
- l) City Council Agenda

m) Mayor Agenda

VII. Information & Communications (No Action Required)

VIII. Adjourn

City Council Meeting Minutes
June 1, 2020
7:00 PM Meeting

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance (Replaced by Moment of Silence)

- Mayor Frese opened the meeting at 7:00 p.m.
- Mayor Frese, Mr. Donnelly, Ms. Stevens, Ms. Patterson, and Mr. Dale participated via Zoom. Mr. Himpel was absent. City Manager George Brajkovic, Assistant City Manager Dan Porter, Fire Chief John Zimbelman, and City Attorney Anna Krstulic also participated via Zoom.
- Mayor Frese noted that a flag was not available for the pledge of allegiance and instead led a moment of silence.

II. Approval of Minutes – Regular meeting dated May 18, 2020

- Mr. Donnelly made a motion to approve the minutes from the May 18, 2020 City Council meeting.
- Ms. Patterson seconded the motion.
- Roll call vote of all ayes, motion carried.

III. Consent Agenda

- a) Review bill payments
- Ms. Patterson made a motion to approve the consent agenda.
- Mr. Donnelly seconded the motion.
- Roll call vote of all ayes, motion carried.

IV. Open Agenda

- No open agenda comments were submitted at this meeting.

V. Old Business

VI. New Business

- a) Public Hearing – Consideration of Submitting an Application for the Kansas Department of Commerce CDBG-CV Economic Development Grants
 - Mayor Frese opened the public hearing.
 - Justin Barker, of Freedom Defense Arms, addressed the City Council and stated that he is in favor of the City submitting an application for the grant funds and he intends to apply on behalf of his business for funding support due to the impact of COVID-19.
 - No other members of the public participated in the public hearing.
 - Mayor Frese closed the public hearing.
- b) Resolution 06-20-01: Approving and Authorizing the Execution of the Contract for Grant Application Services and the Contract for Administration Services between the City of Tonganoxie and Western Consultants LLC for the CDBG-CV Economic Development Grant
 - Mr. Brajkovic shared a presentation about the CDBG-CV Economic Development Grant opportunity and the proposed grant application agreement and grant administration services agreement, contingent upon grant award, with Western Consultants, LLC.
 - Brett Waggoner, with Western Consultants, LLC, shared his recent experience with the CDBG-CV grant opportunity with other communities. He noted that the State has not offered any feedback since opening the application process for cities and has not yet awarded any grants.
 - Mr. Donnelly asked about the application process for an individual business.

- Mr. Waggoner replied that there is no official guidance yet, but in other similar grant programs offered by the same agency, the employer first completes a form to provide employee information and then each employee completes an employee certification form.
- Mr. Donnelly asked if the City could incur any potential liability in the event that a business applying for funding misrepresented their qualifications for funding support.
- Mr. Waggoner replied that the business owner and employees are responsible for the required certifications of their respective information as part of the application.
- **Mr. Donnelly made a motion to approve Resolution 06-20-01, approving and authorizing the execution of the Contract for Grant Application Services and the Contract for Administration Services between the City of Tonganoxie and Western Consultants LLC for the CDBG-CV Economic Development Grant.**
- **Ms. Stevens seconded the motion.**
- **Roll call vote of all ayes, motion carried.**

c) Consideration of Utility Shut-Off Resumption and Draft Policy

- Mr. Brajkovic introduced the item and provided information about the draft policy to address a payment plan opportunity and service disconnection for non-payment procedure for utility billing accounts with balances from the March, April, and May 2020 utility bills that occurred during the recent moratorium by Executive Order on utility disconnection. He described the policy as an opportunity to pay 25% of the outstanding balance, along with the current amount due, through the next four monthly utility bill due dates.
- **Ms. Stevens made a motion to approve the temporary payment plan and utility shut-off policy as presented by staff.**
- **Mr. Dale seconded the motion.**
- **Roll call vote of all ayes, motion carried.**

d) City Manager Agenda

1. Urgent Needs Grant Update

- Mr. Brajkovic provided an update on construction activity for the project and noted that the gate has been installed on the south side of the creek at the construction site, and staff noticed graffiti on some of the new concrete surfaces.
- Mr. Brajkovic asked for feedback about whether the next City Council meeting on June 15, 2020 should be planned at City Council Chambers with limited seating, temperature checks and other arrangements to mitigate concerns about COVID-19 transmission.
- Ms. Stevens replied that she is concerned about meeting in person on June 15 and she thinks the Council and staff should continue to evaluate the decision.
- Mayor Frese said that he is unsure about the best course of action.
- Ms. Patterson said that if the reason behind the request is to more easily allow the public to participate in the remote meeting process, she is not in favor of an in-person meeting that limits attendance when the City has the ability to accommodate input in a remote meeting.
- Mr. Donnelly and Mr. Dale stated that they are amenable to meeting in person or remotely.
- Mr. Brajkovic stated that Mr. Himpel had previously shared with him that Leavenworth County recently held public meetings with some in-person attendance by County Commissioners and others accessing the meeting remotely to support social distancing.
- Mayor Frese asked staff to plan for remote meetings on June 15.

2. 2021 Budget Revenue Assumptions Update

- Mr. Porter presented information about the City's 2021 Base Budget assumptions.

e) City Attorney Agenda

- Ms. Krstulic referred to recent regulations and guidance issued by the Kansas Attorney General regarding Kansas Open Meetings Act requirements during the pandemic, noting that the requirements are very similar for virtual meetings and meetings in which the Governing Body is meeting in person but public attendance is limited.

f) Mayor Pro Tem Agenda

g) City Council Agenda

- Mr. Donnelly shared that he attended a Leavenworth County Port Authority meeting last week where he provided an update about the West Village and Schoolyard Townhomes residential development projects in Tonganoxie.

h) Mayor Agenda

- Mayor Frese noted that he conveyed concerns from residents about speeding in residential areas to the City Manager. He said that he has collected information from potential volunteers or donors who wish to update the landscaping surrounding the entrance signs located on the south and east boundaries of City limits. He asked for the City Council's feedback on whether to update landscaping only or to consider replacing the entrance signs.
- Mr. Donnelly replied that providing water to irrigate the landscaping is one major consideration.
- Ms. Patterson stated that she appreciates volunteers and suggested engaging them quickly instead of waiting for long-term plans for a larger project.
- Ms. Stevens agreed and asked that consideration be given to utilization of native plantings.

VII. Information & Communications (No Action Required)

VIII. Adjourn

- Ms. Patterson made a motion to adjourn the meeting.
- Mr. Donnelly seconded the motion.
- Roll call vote of all ayes, motion carried.
- Meeting adjourned at 9:00 p.m.

Respectfully submitted,



Dan Porter, Assistant City Manager



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1102	Infrastructure Solutions, LLC	05/29/2020	Regular	0	87588.57	47599
0250	HONEYCREEK DISPOSAL SERVICE	06/05/2020	Regular	0	29674.97	47619
0491	OLATHE WINWATER WORKS	05/29/2020	Regular	0	22013.56	47604
0051	BG CONSULTANTS INC	05/29/2020	Regular	0	14971.5	47596
1068	Stinson LLP	05/29/2020	Regular	0	7425.3	47609
0579	SECURITY BENEFIT - 457	05/29/2020	Regular	0	3419.6	47607
1066	Western Consultants	06/05/2020	Regular	0	3325	47630
1066	Western Consultants	05/29/2020	Regular	0	2999.45	47613
0136	DELTA DENTAL PLAN OF KANSAS,IN	06/05/2020	Regular	0	2548.32	47615
0470	MUELLER CO	05/29/2020	Regular	0	1747.2	47603
0555	RICOH USA, INC.	05/29/2020	Regular	0	1482.69	47605
0959	OFFICE OF THE KANSAS STATE TREASURER	06/05/2020	Regular	0	1407.5	47626
0189	FIRST STATE BANK & TRUST	06/05/2020	Regular	0	1252.41	47616
0243	HIMPEL LUMBER & BUILDING SUPPL	05/29/2020	Regular	0	1163.51	47598
0642	USPS	06/05/2020	Regular	0	1102.5	47629
1121	Jerome Gorman	06/05/2020	Regular	0	1100	47620
0596	GEOFF SONNTAG	06/05/2020	Regular	0	600	47617
0677	WILLIAM PRAY	06/05/2020	Regular	0	600	47631
0857	MIDCONTINENT COMMUNICATIONS	06/05/2020	Regular	0	528.15	47625
0614	T-MOBILE	06/05/2020	Regular	0	503.74	47628
0661	VISION SERVICE PLAN	05/29/2020	Regular	0	452.88	47612
0249	HONEYBEE SEPTIC SERVICE	06/05/2020	Regular	0	430	47618
0757	KC CLEAN	06/05/2020	Regular	0	360	47623
0414	LINK-LITE NETWORKING, INC.	05/29/2020	Regular	0	250	47601
0732	METLIFE - GROUP BENEFITS	05/29/2020	Regular	0	235.12	47602
0656	VERIZON WIRELESS	05/29/2020	Regular	0	223.57	47611
0217	GRAINGER	05/29/2020	Regular	0	217.6	47597
0410	LIBERTY NATIONAL	06/05/2020	Regular	0	206.42	47624
0496	KANSAS ONE CALL CONCEPTS	06/05/2020	Regular	0	141.6	47622
0330	KANSAS GAS SERVICE	06/05/2020	Regular	0	131.44	47621
1142	Staples Business Credit	05/29/2020	Regular	0	94.35	47608
0034	AT&T ACCESS TRANSPORT SERVICES	06/05/2020	Regular	0	74.49	47614
0384	PAUL LAMB	06/05/2020	Regular	0	53	47627
0568	SAMS CLUB	05/29/2020	Regular	0	44.9	47606
0393	LAWRENCE MEMORIAL HOSPITAL	05/29/2020	Regular	0	30	47600
0628	TODD'S TIRE LLC	05/29/2020	Regular	0	16	47610

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	36	0.00	188,415.34
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
	51	36	0.00	188,415.34

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	36	0.00	188,415.34
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
	51	36	0.00	188,415.34

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	5/2020	144375.8
998	Gen Fund-Pooled Cash	6/2020	44039.54
			188415.34

2020 Citizens Satisfaction Survey Results



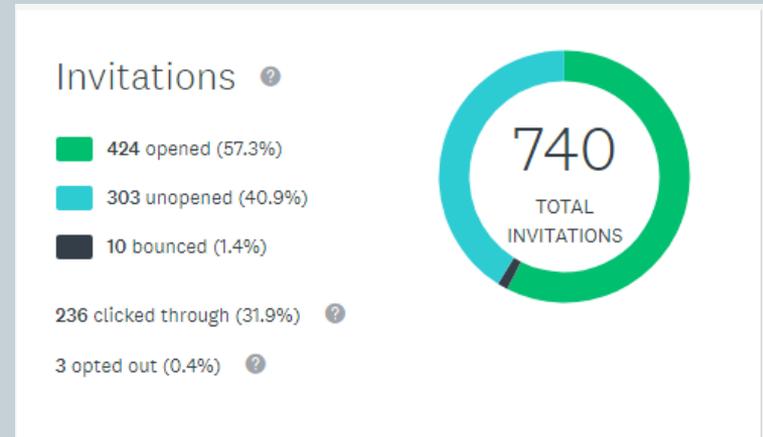
CITY COUNCIL MEETING
JUNE 15, 2020



Citizen Satisfaction Survey



- Emailed link to the approximate 740 registered on-line utility users
- June 3rd – June 11th
- 173 responses, 23% return
- Average time to complete – 3 minutes
- 24 questions, Scale:
 - Very Satisfied (Outstanding)
 - Satisfied (Good)
 - Neither Satisfied nor Dissatisfied (Neutral)
 - Dissatisfied (Borderline)
 - Very Dissatisfied (Poor)



Respondent Information



Q1

Save as ▼

Respondent Information

Answered: 159 Skipped: 14

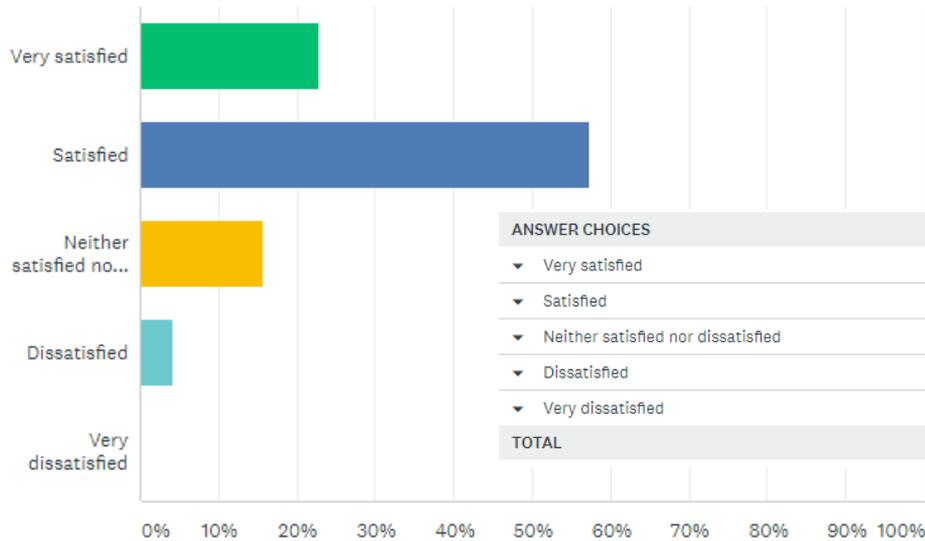
ANSWER CHOICES ▼		RESPONSES ▼	
Name	Responses	100.00%	159
Address	Responses	98.74%	157
Phone Number	Responses	95.60%	152
Email Address	Responses	99.37%	158

Question 1



1. Overall image and sense of community in the city

Answered: 171 Skipped: 2



Year	Average
2018	3.73
2019	3.86
2020	3.96

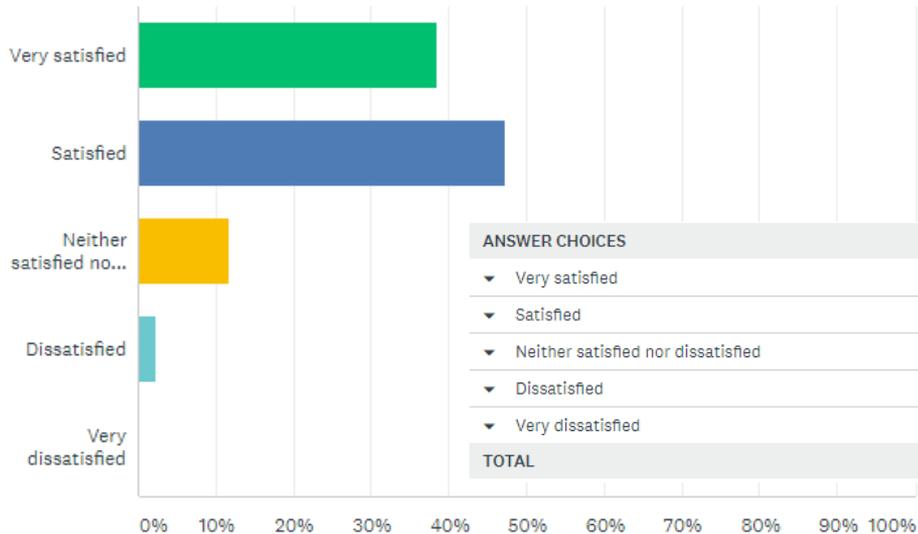
ANSWER CHOICES	RESPONSES
Very satisfied	22.81% 39
Satisfied	57.31% 98
Neither satisfied nor dissatisfied	15.79% 27
Dissatisfied	4.09% 7
Very dissatisfied	0.00% 0
TOTAL	171

Question 2



1. Place to live

Answered: 171 Skipped: 2



Year	Average
2018	4.06
2019	4.19
2020	4.22

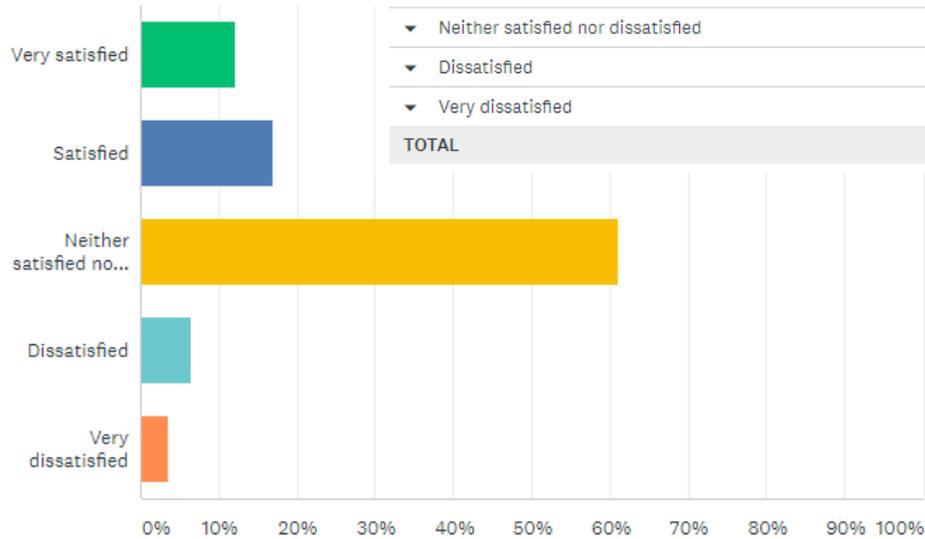
ANSWER CHOICES	RESPONSES	
▼ Very satisfied	38.60%	66
▼ Satisfied	47.37%	81
▼ Neither satisfied nor dissatisfied	11.70%	20
▼ Dissatisfied	2.34%	4
▼ Very dissatisfied	0.00%	0
TOTAL		171

Question 3



1. Place to work

Answered: 172 Skipped: 1



ANSWER CHOICES	RESPONSES	
Very satisfied	12.21%	21
Satisfied	16.86%	29
Neither satisfied nor dissatisfied	61.05%	105
Dissatisfied	6.40%	11
Very dissatisfied	3.49%	6
TOTAL		172

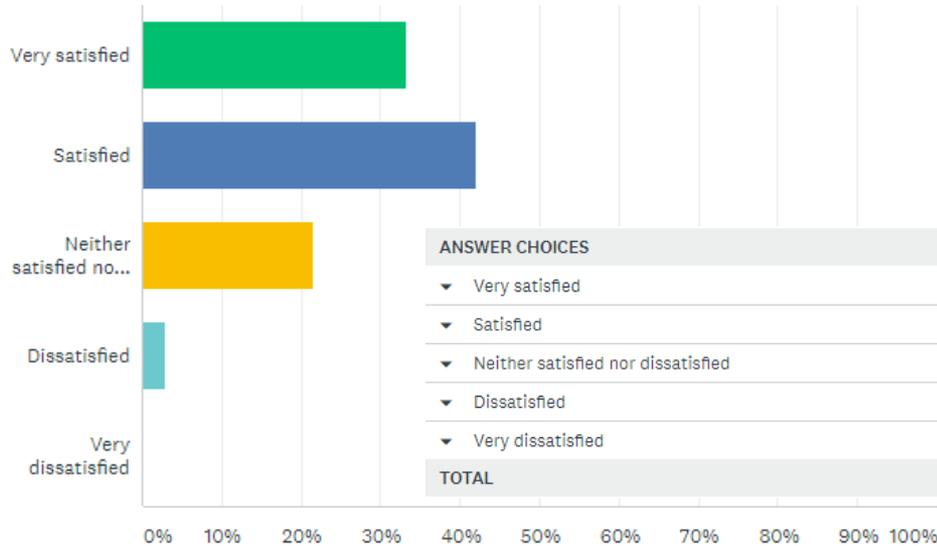
Year	Average
2018	2.55
2019	3.13
2020	3.28

Question 4



1. Place to raise children

Answered: 171 Skipped: 2



Year	Average
2018	4.06
2019	3.95
2020	4.05

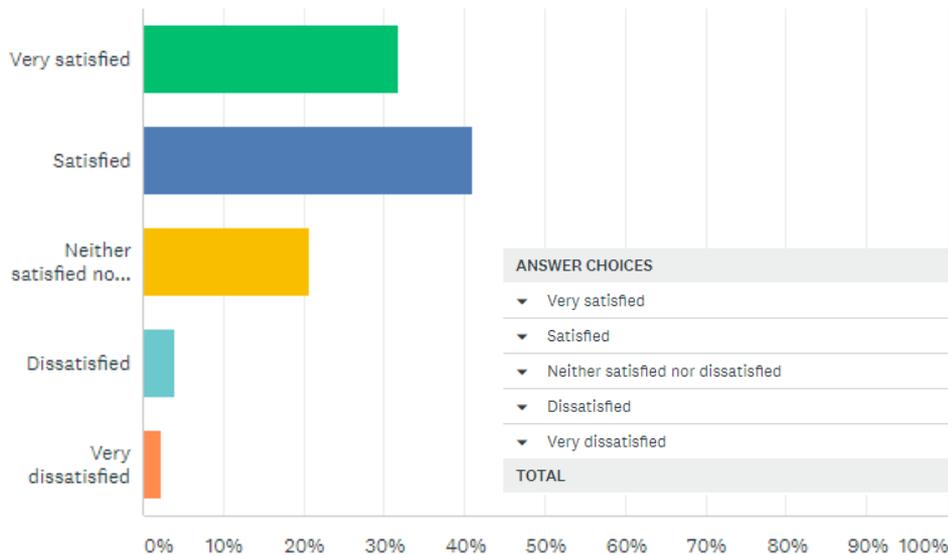
ANSWER CHOICES	RESPONSES
▼ Very satisfied	33.33% 57
▼ Satisfied	42.11% 72
▼ Neither satisfied nor dissatisfied	21.64% 37
▼ Dissatisfied	2.92% 5
▼ Very dissatisfied	0.00% 0
TOTAL	171

Question 5



1. Place where you would buy your next home

Answered: 173 Skipped: 0



Year	Average
2018	3.65
2019	3.91
2020	3.95

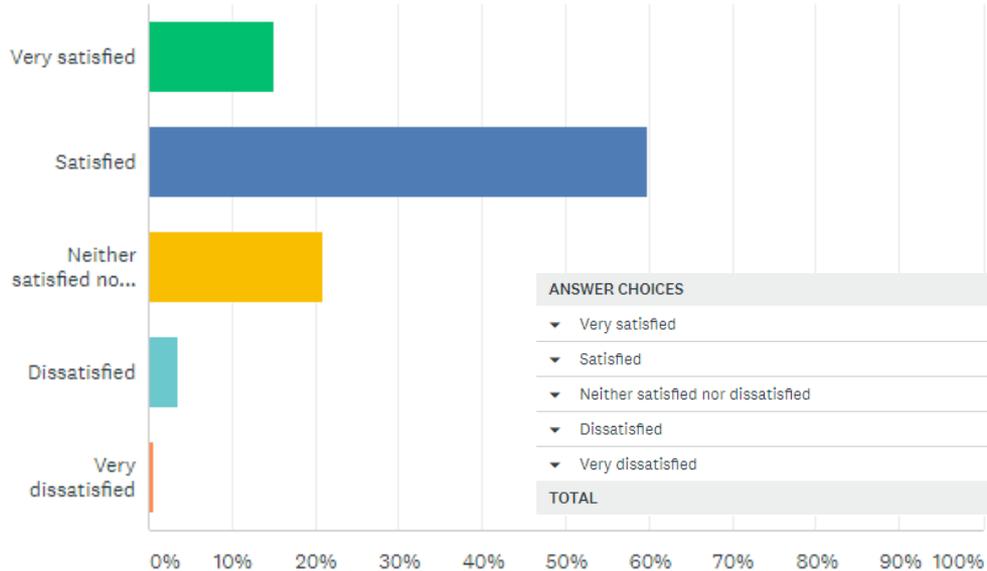
ANSWER CHOICES	RESPONSES
Very satisfied	31.79% 55
Satisfied	41.04% 71
Neither satisfied nor dissatisfied	20.81% 36
Dissatisfied	4.05% 7
Very dissatisfied	2.31% 4
TOTAL	173

Question 6



1. Overall maintenance of City buildings and facilities

Answered: 172 Skipped: 1



Year	Average
2018	3.66
2019	3.67
2020	3.85

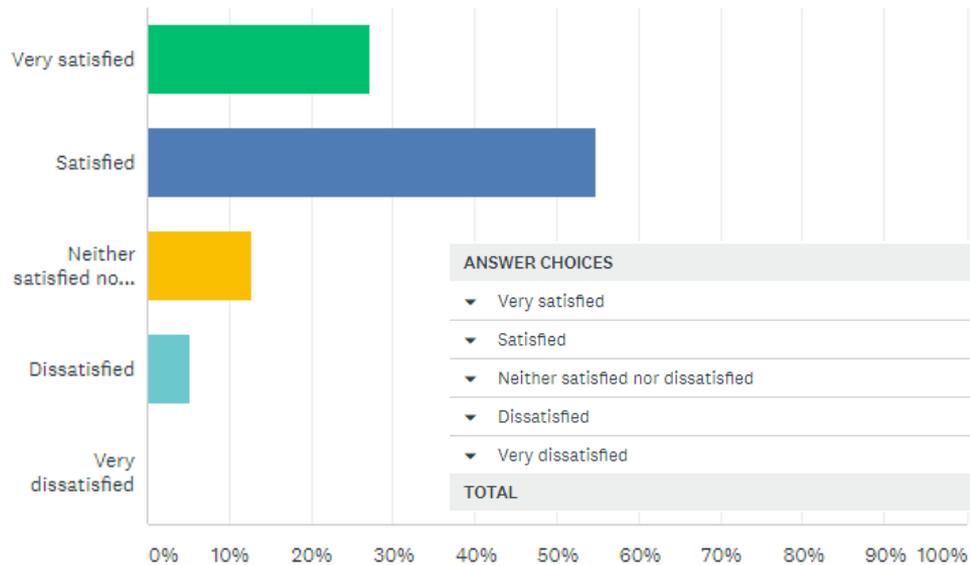
ANSWER CHOICES	RESPONSES
▼ Very satisfied	15.12% 26
▼ Satisfied	59.88% 103
▼ Neither satisfied nor dissatisfied	20.93% 36
▼ Dissatisfied	3.49% 6
▼ Very dissatisfied	0.58% 1
TOTAL	172

Question 7



1. Overall quality of customer service received from City employees

Answered: 173 Skipped: 0



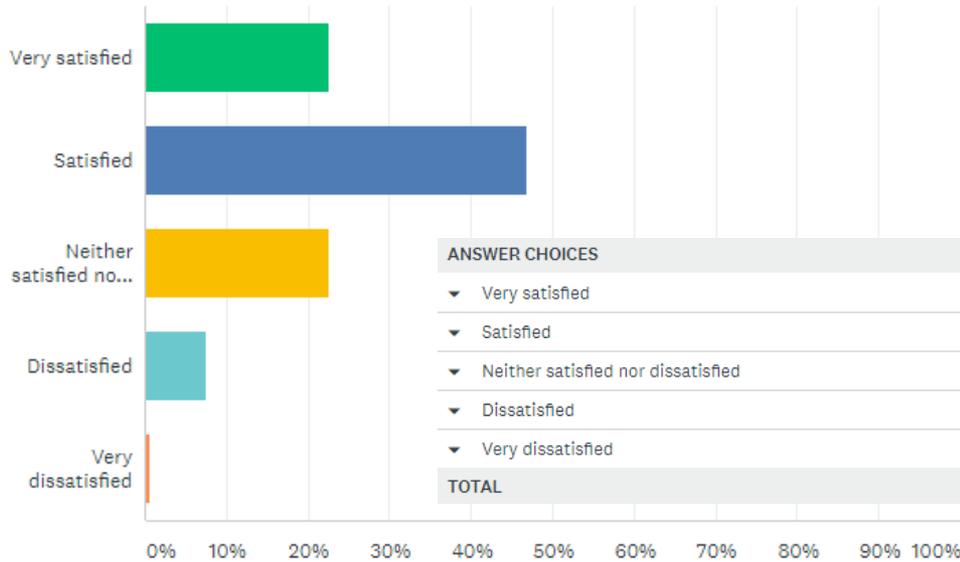
Year	Average
2018	3.75
2019	3.93
2020	4.04

Question 8



1. Overall effectiveness of City communication with the public

Answered: 173 Skipped: 0



Year	Average
2018	3.06
2019	3.55
2020	3.83

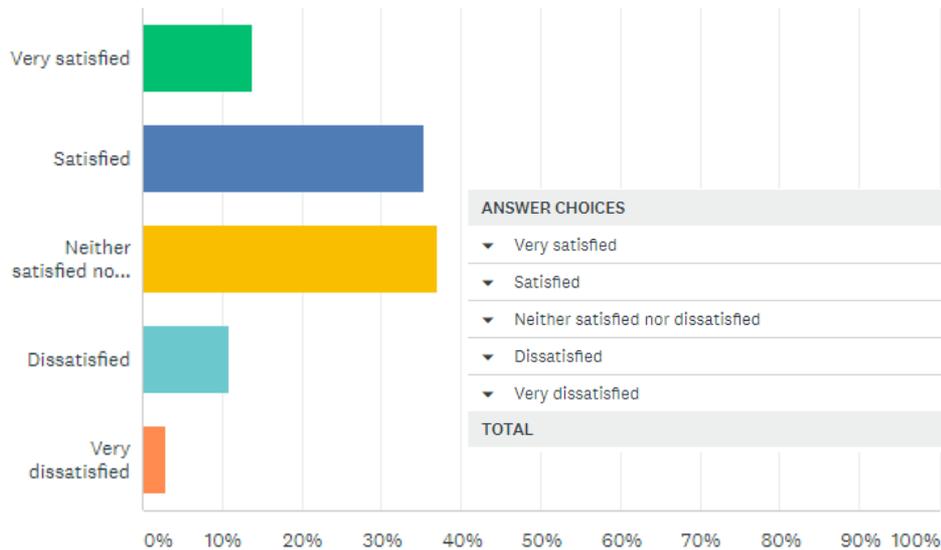
ANSWER CHOICES	RESPONSES
Very satisfied	22.54% 39
Satisfied	46.82% 81
Neither satisfied nor dissatisfied	22.54% 39
Dissatisfied	7.51% 13
Very dissatisfied	0.58% 1
TOTAL	173

Question 9



1. Overall enforcement of City codes and ordinances

Answered: 173 Skipped: 0



Year	Average
2018	3.08
2019	3.20
2020	3.47

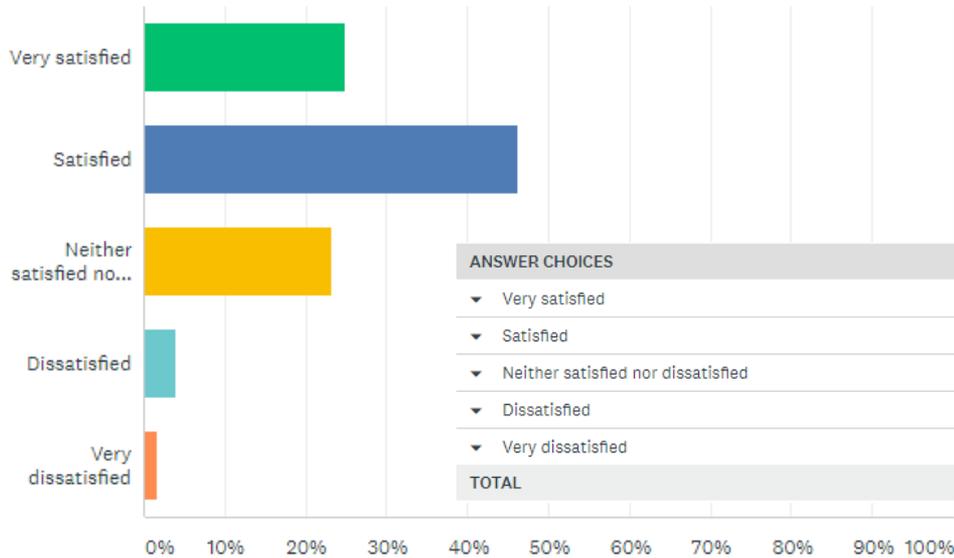
ANSWER CHOICES	RESPONSES
▼ Very satisfied	13.87% 24
▼ Satisfied	35.26% 61
▼ Neither satisfied nor dissatisfied	36.99% 64
▼ Dissatisfied	10.98% 19
▼ Very dissatisfied	2.89% 5
TOTAL	173

Question 10



1. Overall quality of the Police Department

Answered: 173 Skipped: 0



Year	Average
2018	3.55
2019	3.71
2020	3.89

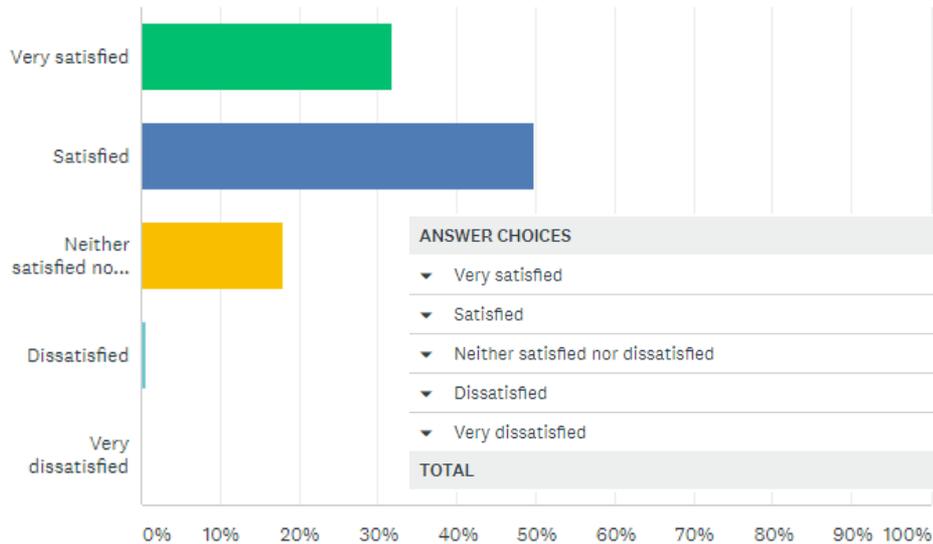
ANSWER CHOICES	RESPONSES
▼ Very satisfied	24.86% 43
▼ Satisfied	46.24% 80
▼ Neither satisfied nor dissatisfied	23.12% 40
▼ Dissatisfied	4.05% 7
▼ Very dissatisfied	1.73% 3
TOTAL	173

Question 11



1. Overall quality of the Fire Department

Answered: 173 Skipped: 0



Year	Average
2018	3.95
2019	4.06
2020	4.13

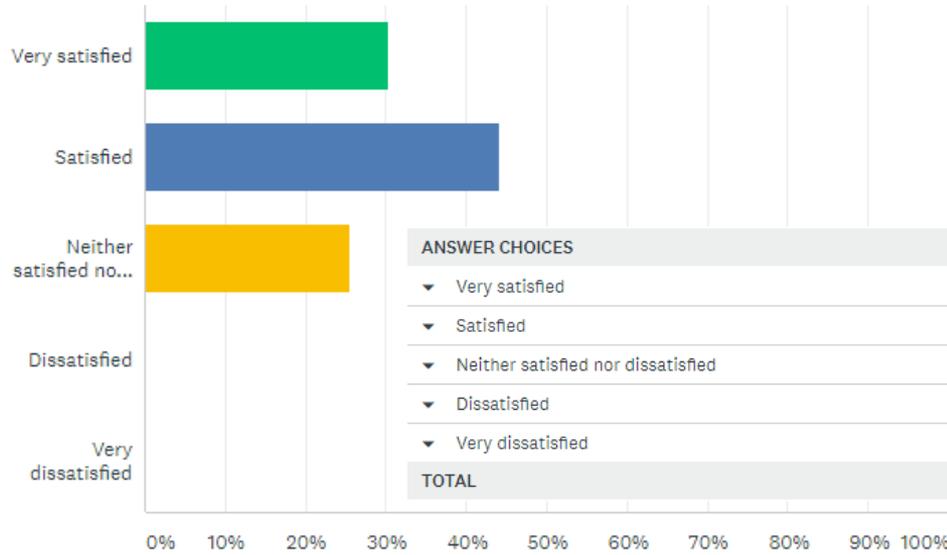
ANSWER CHOICES	RESPONSES
▼ Very satisfied	31.79% 55
▼ Satisfied	49.71% 86
▼ Neither satisfied nor dissatisfied	17.92% 31
▼ Dissatisfied	0.58% 1
▼ Very dissatisfied	0.00% 0
TOTAL	173

Question 12



1. Overall quality of ambulance (EMS) services

Answered: 172 Skipped: 1



Year	Average
2018	0.00
2019	3.94
2020	4.05

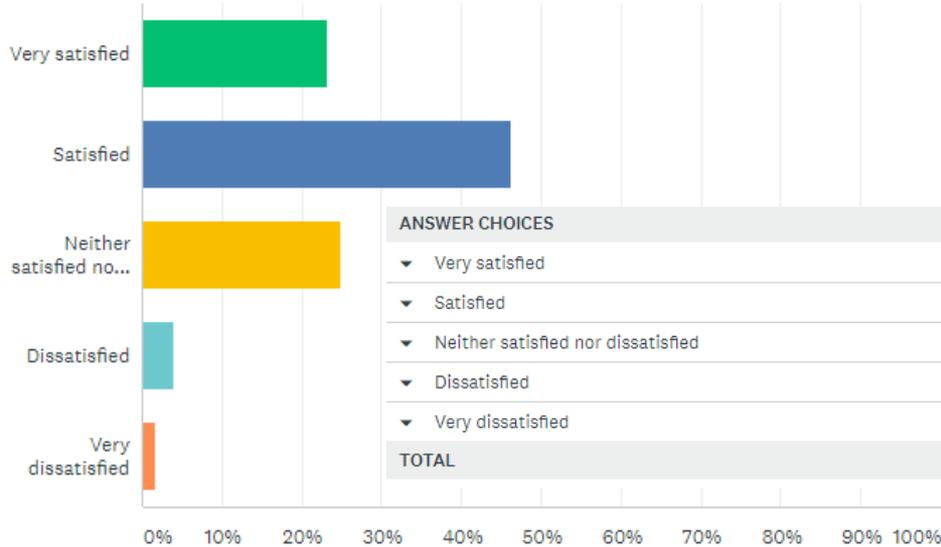
ANSWER CHOICES	RESPONSES
Very satisfied	30.23% 52
Satisfied	44.19% 76
Neither satisfied nor dissatisfied	25.58% 44
Dissatisfied	0.00% 0
Very dissatisfied	0.00% 0
TOTAL	172

Question 13



1. Overall quality of the Public Works Department

Answered: 173 Skipped: 0



Year	Average
2018	3.56
2019	3.76
2020	3.85

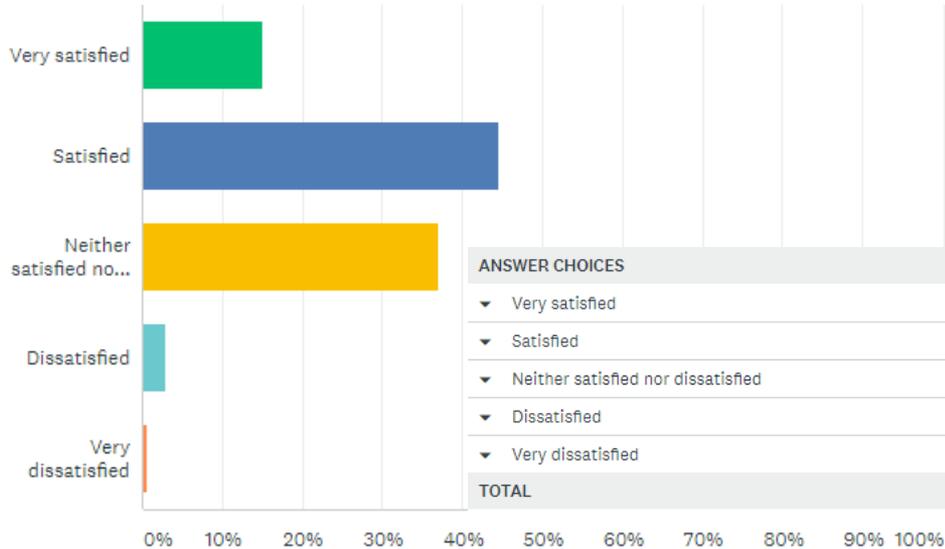
ANSWER CHOICES	RESPONSES
Very satisfied	23.12% 40
Satisfied	46.24% 80
Neither satisfied nor dissatisfied	24.86% 43
Dissatisfied	4.05% 7
Very dissatisfied	1.73% 3
TOTAL	173

Question 14



9. Overall quality of City programs

Answered: 173 Skipped: 0



Year	Average
2018	3.53
2019	3.55
2020	3.70

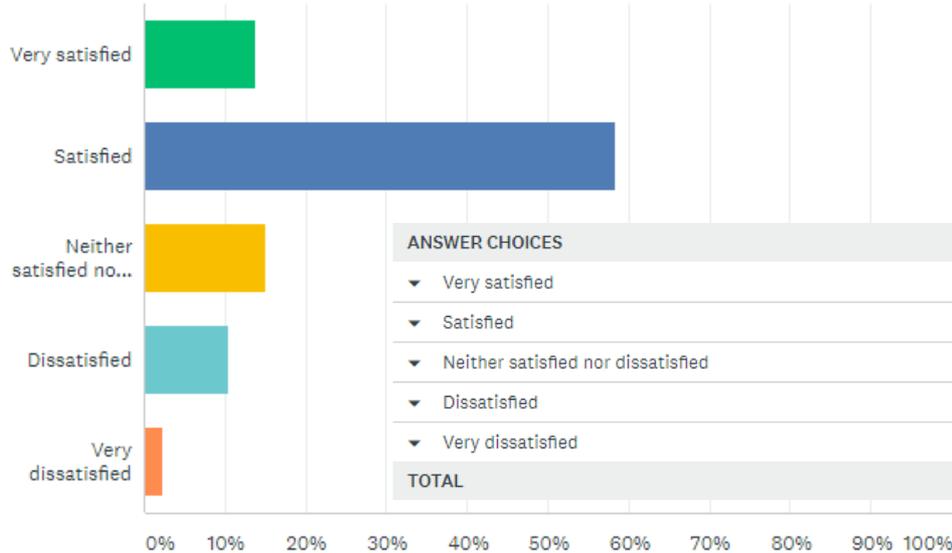
ANSWER CHOICES	RESPONSES
Very satisfied	15.03% 26
Satisfied	44.51% 77
Neither satisfied nor dissatisfied	36.99% 64
Dissatisfied	2.89% 5
Very dissatisfied	0.58% 1
TOTAL	173

Question 15



1. Overall maintenance of City streets

Answered: 173 Skipped: 0



Year	Average
2018	3.47
2019	3.56
2020	3.71

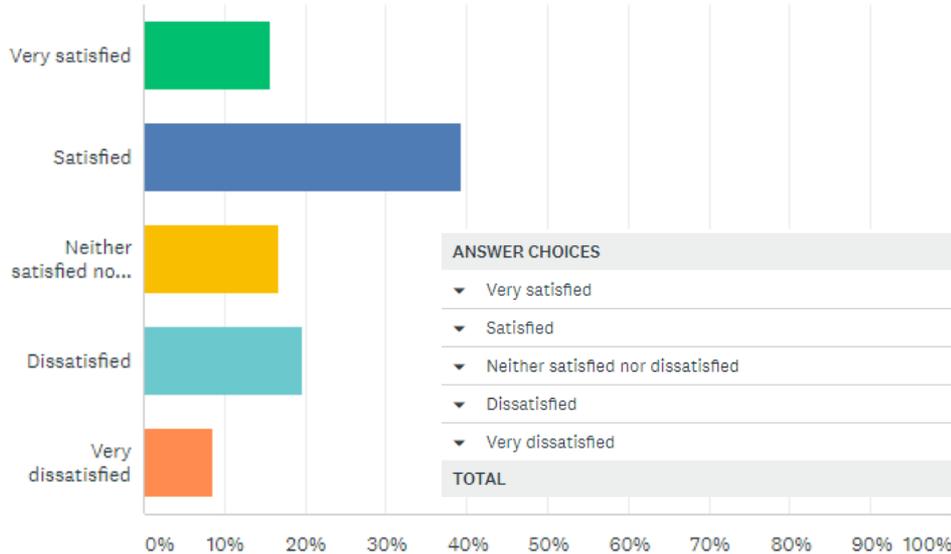
ANSWER CHOICES	RESPONSES
▼ Very satisfied	13.87% 24
▼ Satisfied	58.38% 101
▼ Neither satisfied nor dissatisfied	15.03% 26
▼ Dissatisfied	10.40% 18
▼ Very dissatisfied	2.31% 4
TOTAL	173

Question 16



1. Overall quality of City water

Answered: 173 Skipped: 0



Year	Average
2018	3.15
2019	3.65
2020	3.33

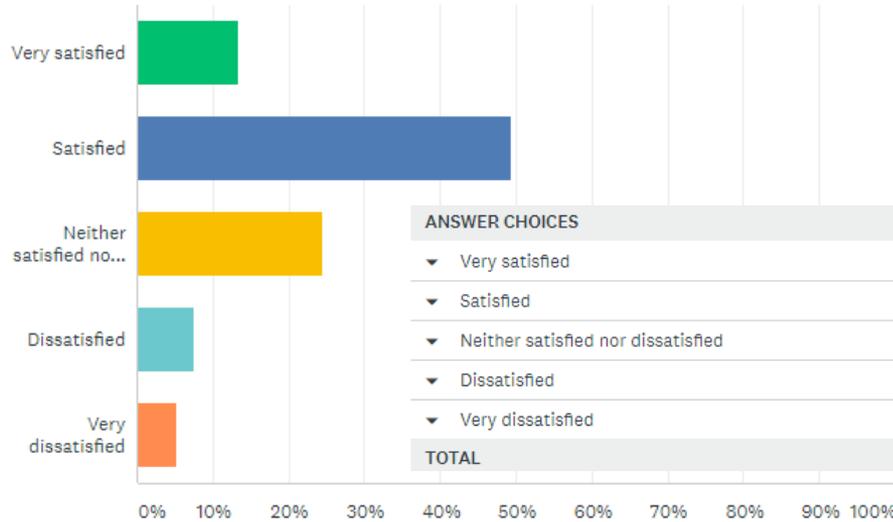
ANSWER CHOICES	RESPONSES	
▼ Very satisfied	15.61%	27
▼ Satisfied	39.31%	68
▼ Neither satisfied nor dissatisfied	16.76%	29
▼ Dissatisfied	19.65%	34
▼ Very dissatisfied	8.67%	15
TOTAL		173

Question 17



1. Overall quality of City's storm water runoff/storm water management system

Answered: 172 Skipped: 1



ANSWER CHOICES

- Very satisfied
- Satisfied
- Neither satisfied nor dissatisfied
- Dissatisfied
- Very dissatisfied

TOTAL

RESPONSES

Very satisfied	13.37%	23
Satisfied	49.42%	85
Neither satisfied nor dissatisfied	24.42%	42
Dissatisfied	7.56%	13
Very dissatisfied	5.23%	9

172

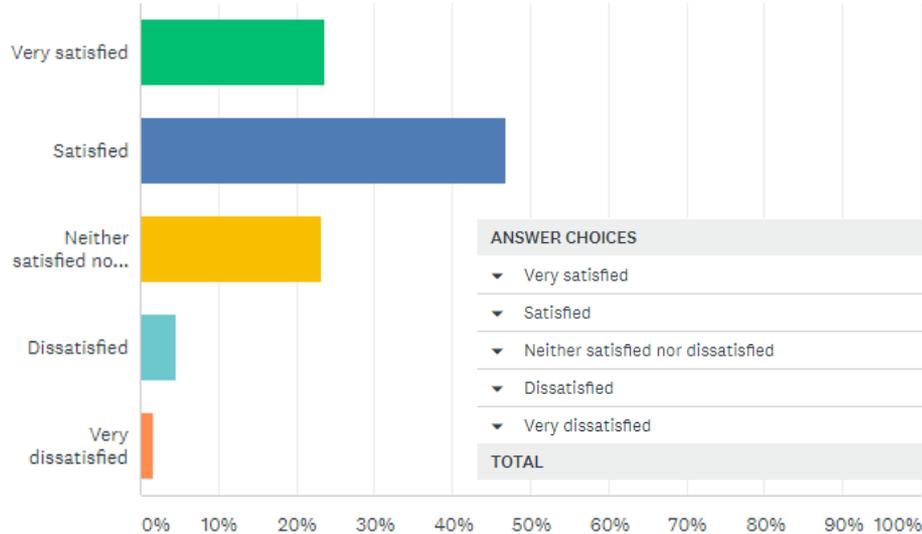
Year	Average
2018	3.28
2019	3.48
2020	3.58

Question 18



1. Overall quality of City Water Park and facilities

Answered: 173 Skipped: 0



Year	Average
2018	3.99
2019	3.91
2020	3.87

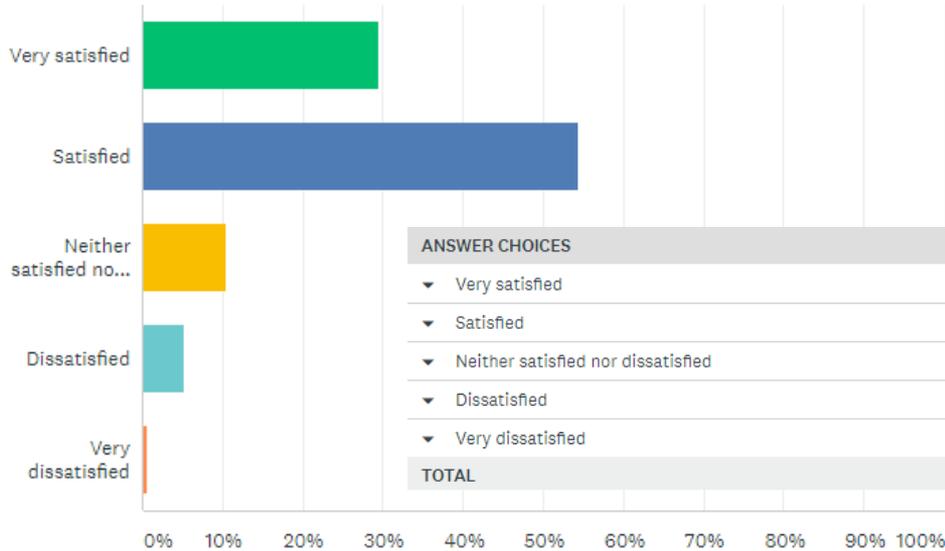
ANSWER CHOICES	RESPONSES
Very satisfied	23.70% 41
Satisfied	46.82% 81
Neither satisfied nor dissatisfied	23.12% 40
Dissatisfied	4.62% 8
Very dissatisfied	1.73% 3
TOTAL	173

Question 19



14. Overall flow of traffic and congestion management

Answered: 173 Skipped: 0



Year	Average
2018	3.83
2019	3.95
2020	4.07

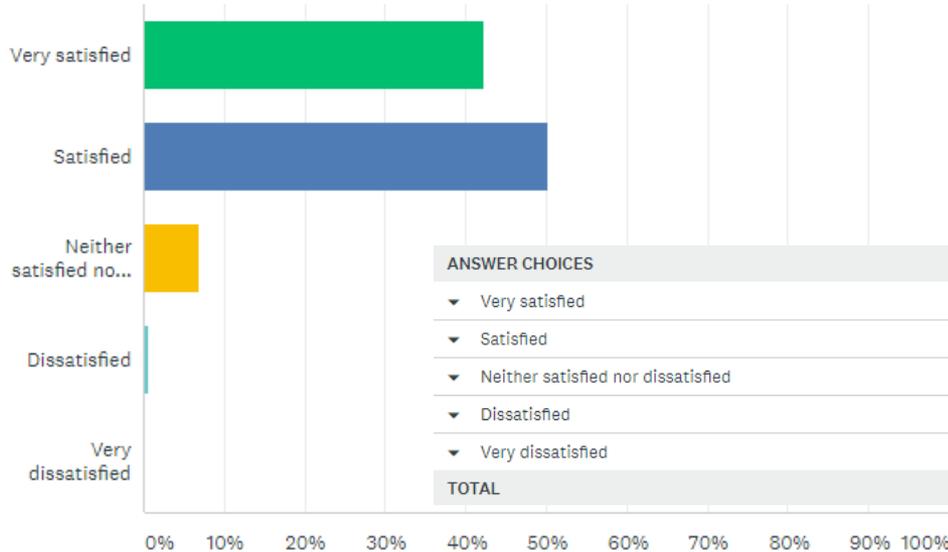
ANSWER CHOICES	RESPONSES
Very satisfied	29.48% 51
Satisfied	54.34% 94
Neither satisfied nor dissatisfied	10.40% 18
Dissatisfied	5.20% 9
Very dissatisfied	0.58% 1
TOTAL	173

Question 20



1. Overall feeling of safety

Answered: 173 Skipped: 0



Year	Average
2018	4.02
2019	4.13
2020	4.34

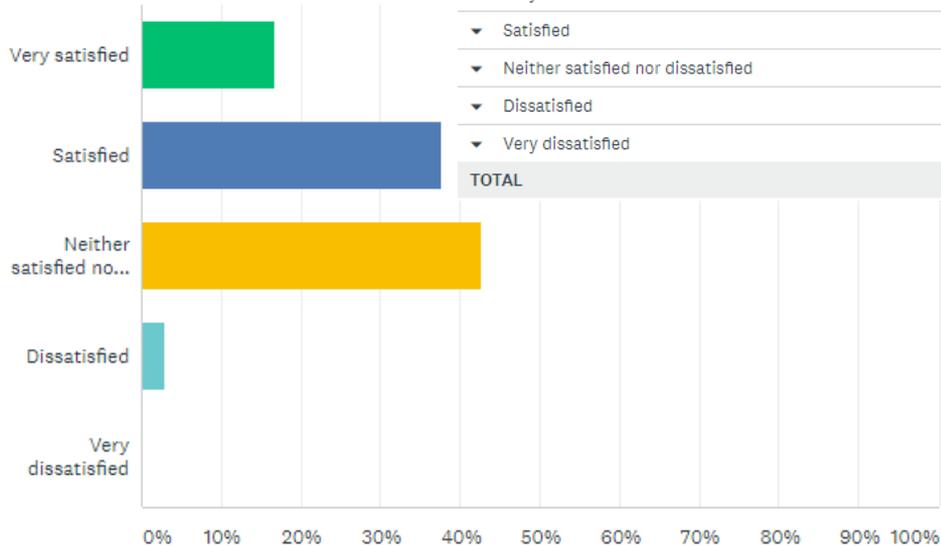
ANSWER CHOICES	RESPONSES
Very satisfied	42.20% 73
Satisfied	50.29% 87
Neither satisfied nor dissatisfied	6.94% 12
Dissatisfied	0.58% 1
Very dissatisfied	0.00% 0
TOTAL	173

Question 21



1. Effectiveness of City Manager and appointed staff

Answered: 173 Skipped: 0



ANSWER CHOICES	RESPONSES
Very satisfied	16.76% 29
Satisfied	37.57% 65
Neither satisfied nor dissatisfied	42.77% 74
Dissatisfied	2.89% 5
Very dissatisfied	0.00% 0
TOTAL	173

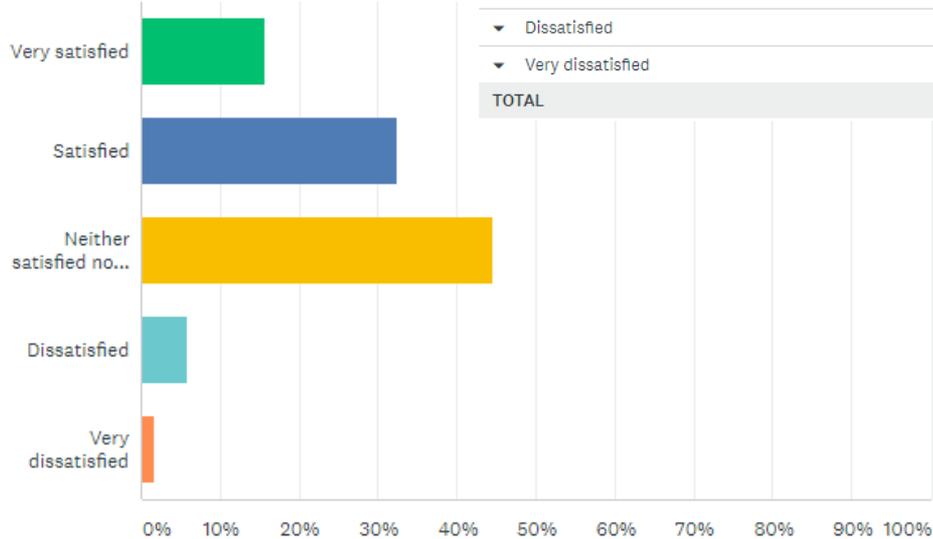
Year	Average
2018	3.20
2019	3.50
2020	3.69

Question 22



1. Effectiveness of City Council

Answered: 173 Skipped: 0



ANSWER CHOICES	RESPONSES
Very satisfied	15.61% 27
Satisfied	32.37% 56
Neither satisfied nor dissatisfied	44.51% 77
Dissatisfied	5.78% 10
Very dissatisfied	1.73% 3
TOTAL	173

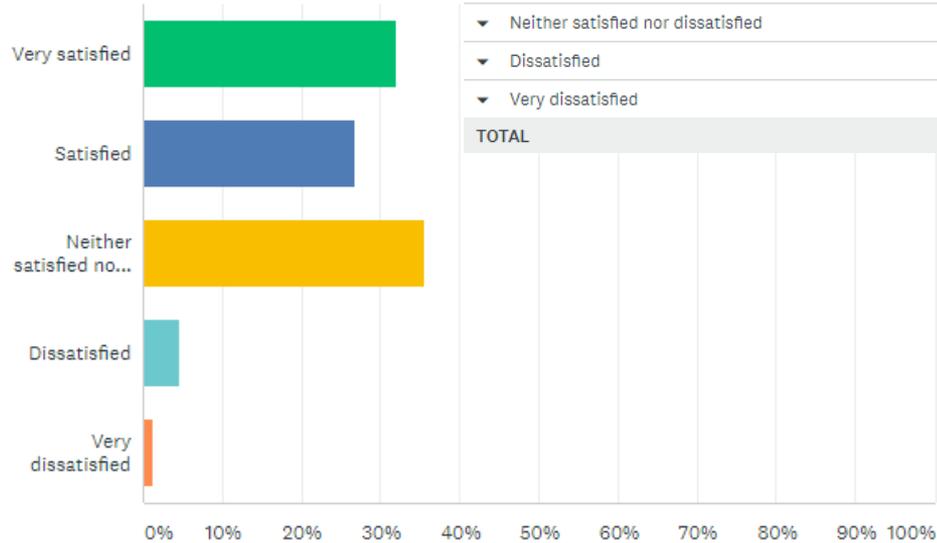
Year	Average
2018	2.97
2019	3.34
2020	3.55

Question 23



1. Effectiveness of Mayor

Answered: 172 Skipped: 1



ANSWER CHOICES	RESPONSES
Very satisfied	31.98% 55
Satisfied	26.74% 46
Neither satisfied nor dissatisfied	35.47% 61
Dissatisfied	4.65% 8
Very dissatisfied	1.16% 2
TOTAL	172

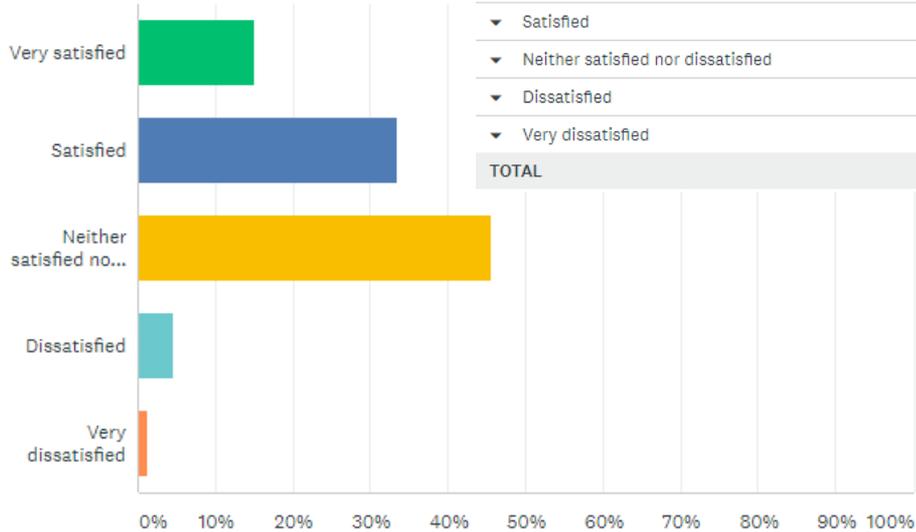
Year	Average
2018	2.95
2019	3.35
2020	3.83

Question 24



1. Effectiveness of boards/commissions

Answered: 173 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very satisfied	15.03%	26
Satisfied	33.53%	58
Neither satisfied nor dissatisfied	45.66%	79
Dissatisfied	4.62%	8
Very dissatisfied	1.16%	2
TOTAL		173

Year	Average
2018	3.00
2019	3.35
2020	3.56

Trends from 2019 to 2020



- Almost all questions (22) had an increase in response ratings, except for 2 questions:
 - Overall Quality of City Water, from 3.65 to 3.33 (-0.32)
 - Overall quality of City Water Park and facilities, from 3.91 to 3.87 (-0.04)

Trends (cont)



- **Top 3 Scores**
 - Overall feeling of Safety, 4.34
 - Place to Live, 4.22
 - Overall quality of Fire Department, 4.13
- **Top 3 increases**
 - Effectiveness of Mayor, from 3.35 to 3.83 (+0.48)
 - Enforcement of City Codes, from 3.20 to 3.47 (+0.27)
 - Overall feeling of Safety, from 4.13 to 4.34 (+0.22)
 - Effectiveness Boards/Commissions, from 3.35 to 3.56 (+0.22)

Trends (cont.)



- **Lowest 3 scores**
 - Place to Work, 3.28 (+0.15)
 - Overall Quality of City Water, 3.33 (-0.32)
 - Overall enforcement of City Codes and Ordinances, 3.47 (+0.27)



May 26, 2020

Mr. George Brajkovic
City Manager
Tonganoxie City Hall
526 E. 4th Street, P.O. Box 326
Tonganoxie, KS 66086

The Leavenworth County Development Corporation (LCDC) relies on an annual appropriation from your community and the other cities in the county as well as funding from Leavenworth County, Leavenworth County Port Authority, and 70 private sector members.

Our organization would again like to formally request your participation in LCDC's economic development efforts. In order to fairly distribute the governmental/public sector contribution, 17 years ago the cities instituted a funding mechanism based on valuation and population which are updated each year (see attachment). **LCDC's request of the City of Tonganoxie for 2021 is \$8,829.**

We value and appreciate Tonganoxie's past participation and believe your investment returns value each year to the community through our marketing, recruitment and retention efforts. We continue to make major investments in outreach and marketing Tonganoxie and its business opportunities through our partnership with Candid Marketing.

In September of 2019, LCDC hosted Kansas Department of Commerce Secretary David Toland at a breakfast to familiarize him with the community. In November, LCDC partnered with the City to host commercial realtors at the Tonganoxie Business Park. And in March of this year, LCDC brought Wilson Glass to the Urban Hess Business Park where the firm will build a 5,000 SF facility and add jobs to the Tonganoxie economy.

We have long taken our commitment to the existing business community seriously with our consultant visits and assistance programs. When the COVID-19 pandemic hit, we turned even more of our attention to existing businesses in order to serve those companies challenged by the effects of the pandemic.

If you have questions or comments, please feel free to contact us. Thank you for your time and consideration of this 2021 funding request.

Sincerely,

A handwritten signature in black ink that reads "Harland Russell".

Harland Russell
LCDC Board President

A handwritten signature in blue ink that reads "Steve Jack".

Steve Jack
LCDC Executive Director

cc: Dan Porter

LCDC Funding Mechanism

Base Data

Assessed Valuation

	2015	2016	2017	2018	2019
City of Basehor	54,115,049	58,007,750	62,845,555	69,576,165	78,505,698
City of Lansing	78,748,105	79,606,026	80,636,411	83,479,756	86,719,828
City of Leavenworth	202,504,854	203,654,933	207,179,358	212,344,997	219,192,469
City of Tonganoxie	35,451,590	36,612,087	38,476,385	41,626,290	45,203,591

Source: Leavenworth County Clerk

Certified Population

City of Basehor	5,119	5,402	5,651	6,015	6,194
City of Lansing	11,713	11,767	11,849	11,947	11,964
City of Leavenworth	36,000	35,980	36,154	36,210	36,062
City of Tonganoxie	5,192	5,248	5,326	5,444	5,524

Source: Kansas Department of Administration - Division of the Budget

Assessment Features

By Assessed Valuation

% per \$ of assessed valuation = **0.000105**

City of Basehor	\$ 5,682	\$ 6,091	\$ 6,599	\$ 7,305	\$ 8,243
City of Lansing	\$ 8,269	\$ 8,359	\$ 8,467	\$ 8,765	\$ 9,106
City of Leavenworth	\$ 21,263	\$ 21,384	\$ 21,754	\$ 22,296	\$ 23,015
City of Tonganoxie	\$ 3,722	\$ 3,844	\$ 4,040	\$ 4,371	\$ 4,746

By Certified Population

\$ per citizen = **\$0.74**

City of Basehor	\$ 3,783	\$ 3,992	\$ 4,176	\$ 4,445	\$ 4,577
City of Lansing	\$ 8,656	\$ 8,696	\$ 8,756	\$ 8,829	\$ 8,841
City of Leavenworth	\$ 26,604	\$ 26,589	\$ 26,718	\$ 26,759	\$ 26,650
City of Tonganoxie	\$ 3,837	\$ 3,878	\$ 3,936	\$ 4,023	\$ 4,082

Total LCDC Funding by City

	2017	2018	2019	2020	2021
City of Basehor	\$ 9,465	\$ 10,083	\$ 10,775	\$ 11,751	\$ 12,820
City of Lansing	\$ 16,924	\$ 17,054	\$ 17,223	\$ 17,594	\$ 17,947
City of Leavenworth	\$ 47,867	\$ 47,973	\$ 48,472	\$ 49,055	\$ 49,665
City of Tonganoxie	\$ 7,559	\$ 7,723	\$ 7,976	\$ 8,394	\$ 8,829
Total Funding from Cities	\$ 81,816	\$ 82,833	\$ 84,446	\$ 86,794	\$ 89,261



Tonganoxie Business Association
PO Box 466
Tonganoxie KS 66086
June 15, 2020
Subject: Budget Request

Dear City Council,

Tonganoxie Business Association will not be requesting \$5000.00 for 2021. The Covid Pandemic has greatly impacted businesses, consumers and the City of Tonganoxie as a whole. With the unknown fiscal impact to the city budget, Tonganoxie Business Association would like to do our part in decreasing expenses to the city budget and value the working relationship we share.

Our association continues to bring valuable assistance and insight to business owners while they grow and prosper in Tonganoxie. Tonganoxie Business Association membership continues to be strong. One of the most encouraging facets is the high participation in our Friday Morning Coffee with 25+ business owners that vary from week to week.

Tonganoxie Business Association will still continue to be responsible for the St Patrick's Day Parade, Downtown Beautification, Businessmen's Annual Appreciation Dinner, Sunflower Stroll, Spooktacular and contribution to Mayors Christmas Tree. We have a website featuring Tonganoxie businesses, city amenities and opportunities that is continuing to be a high traffic resource for Tonganoxie. Our managed Facebook page attracts attention for many Tonganoxie functions and events. TBA is coordinating events with city staff, the mayor and other organizations at the direction of staff.

We have advertised Tonganoxie in 2019 with ads in The Kansas By Ways Magazine, Kansas Tourism and Kansas Travel Guide. We provided social media and marketing 3-part course to 30 business owners in 2019.

Some 2020 events have been cancelled and some are tentative for the remainder of the year. With decreased event spending we are maintaining a small healthy budget currently. Tonganoxie Business Association had the foresight to create a \$5000.00 reserve fund that would help in a hardship year. Our goal is to spend as frugally for the remainder of 2020.

In 2021 Tonganoxie Business Association would like to work with the city on events. If an event would need a larger financial contribution from TBA then we would like to be able to request funding on an event by event basis, only if an event is in collaboration with the city.

Please do not hesitate to reach out to us for any information or concerns,

Respectfully Submitted,
Monica Gee
President, Tonganoxie Business Association

Tonganoxie Arts Council

2021 Budget Request Supporting Narrative



The Tonganoxie Arts Council (TAC) was formed in June 2019 as a Kansas not for profit. We are a federally exempt 501(c)(3) organization. We currently have 15 paid members.

Mission: The Tonganoxie Arts Council (TAC) is the collective voice for the arts. It strives to advance a thriving arts community in Tonganoxie and acting as a catalyst for the enrichment of cultural life by delivering resources, providing educational opportunities, presenting art forms, promoting artists and art groups, developing innovative collaborations, fostering creativity in the community, and guiding advancement of the arts.

Vision: We envision the Tonganoxie area as 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.

Guiding Principles: We believe that:

- The arts improve our lives.
- The arts articulate, preserve, and perpetuate our shared history and culture.
- The arts should reflect a diverse community.
- Every citizen should have the opportunity to engage in arts experiences.
- A community that invests in the arts benefits from the arts economically, culturally and socially.
- All artists and arts forms, both emerging and existing, deserve respect and encouragement.
- Collaborative, trusting, and respectful relationships with community leaders, artists and the public are essential.
- Arts information needs to be comprehensive and accessible.
- A cohesive arts community thrives best with the leadership of a dedicated arts council.

In 2019, our inaugural year, we planned and orchestrated the 2019 Plein Air Art Fest. The event took place from August 28th through the 31st and coincided with the Sunflower Stroll that Entrepreneurs Achieving Success Together, Inc. (EAST) d/b/a Tonganoxie Business Association (TBA) put on. 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.

This year, 2020, it was our hopes to continue the Plein Air Art Fest while growing it and changing it to fit new trends in the Arts world. We had also hoped to add more events that would focus on and illuminate other areas of the Arts such as theatre, storytelling, photography, music, etc. We had planned the Art on the Trail event to coincide with the

Tonganoxie Days event in June, the Children's Storytelling Festival partnering with the Library in late May and the Plein Air Art Festival in September. These were already well into the planning stages when COVID-19 hit. Out of concern for our members, volunteers and the public, we decided to cancel these events. Another factor that played into the cancellation decision was the fact that our fundraising efforts had come to a screeching halt. With most of the local businesses having to shutter and lose their revenue stream, we could not in good faith, ask them to donate to our organization.

We currently have approximately \$4,800.00 in our budget and have been discussing some virtual and socially distanced events that we could still do this year.

In 2021 we want to be able to go ahead with all the events we had planned for 2020. We understand that this is contingent upon a COVID-19 vaccine being available, but we are hopeful and plan to forge ahead as though it will be.

REQUEST

We are requesting the City fund the TAC in the amount of \$5,000.00. This amount will help us to close the gap between what we anticipate bringing in in 2021 and what we believe we will need. We appreciate the City Council's consideration of our request.

Attachments: 2021 budget; 2020 checkbook register

T.A.C.

Tonganoxie Arts Council

2021 Budget

Cash on hand as of 6-12-2020	\$ 4,780.31
-------------------------------------	--------------------

PROJECTED REVENUE	
Membership Fees	\$ 700.00
Business Sponsorships	\$ 2,500.00
Grants	\$ 500.00
Plein Air Entry Fees	\$ 1,000.00
Plein Air Commemorative Poster Sale	\$ 500.00
Booth fees	\$ 700.00
Children's Storytelling Entry fees	\$ 500.00
City of Tonganoxie	\$ 5,000.00
Sale of Prints	\$ 375.00
Fundraisers	\$ 500.00
Art on the Trail Entry Fees	\$ 500.00
Total Projected Revenue 2020	\$ 12,775.00

BUDGETED EXPENSES			
General	Advertising	\$ 200.00	
	Corporate Filings	\$ 40.00	
	Misc.	\$ 200.00	
	Supplies	\$ 50.00	
	Liability Insurance	\$ 636.00	
	Postage	\$ 50.00	General Total \$ 1,176.00
2020 Plein Air Art Fest	Advertising	\$ 1,170.00	
	Entertainment/Street	\$ 1,500.00	
	Supplies	\$ 200.00	
	Artist Prizes	\$ 4,000.00	
	Prints	\$ 430.00	
	Reception	\$ 300.00	Plein Air Art Fest Total \$ 7,600.00
Children's Storytelling Event	Advertising	\$ 500.00	
	Entertainer fees	\$ 2,000.00	
	Supplies	\$ 500.00	
	Books for Children (g	\$ 500.00	
	Supplies		Children's Storytelling Total \$ 3,500.00
Art on the Trail	Advertising	\$ 200.00	
	Misc./Supplies	\$ 200.00	
TOTAL BUDGET		\$ 12,676.00	

Tonganoxie Arts Council

2020					
Date	To/From	Description	Income	Expense	Balance
Balance Forward					\$ 987.03
1/14/2020	Cheryl Clark	membership fee	\$ 35.00		\$ 1,022.03
1/14/2020	Desiree Kenney	membership fee	\$ 35.00		\$ 1,057.03
1/24/2020	Kansas Department of Re	sales tax 4th Q 2019		\$ 23.13	\$ 1,033.90
2/4/2020	City of Tonganoxie	donation	\$ 1,000.00		\$ 2,033.90
2/4/2020	Network for Good	donation(Keyta D. Kelly)	\$ 10.00		\$ 2,043.90
2/4/2020	Janet Burnett	2020 membership fee	\$ 35.00		\$ 2,078.90
2/4/2020	Donna J. Paul	2020 membership fee	\$ 35.00		\$ 2,113.90
2/11/2020	Community Nat'l Bank	Donation	\$ 200.00		\$ 2,313.90
2/11/2020	Peruvian Connection	Donation	\$ 500.00		\$ 2,813.90
2/21/2020	Pay Pal Transfer	Kathy Brechesisen 15%	\$ 21.55		\$ 2,835.45
2/21/2020	Pay Pal Transfer	Susan Ibarra dues	\$ 33.68		\$ 2,869.13
2/21/2020	Kramer and Assoc.	Donation	\$ 200.00		\$ 3,069.13
2/21/2020	Brothers' Market	Donation	\$ 250.00		\$ 3,319.13
2/21/2020	David Frese	2020 membership fee	\$ 35.00		\$ 3,354.13
2/24/2019	Network for Good	donation (John W. Kelly)	\$ 55.00		\$ 3,409.13
2/24/2019	Network for Good	donation (Keyta D. Kelly)	\$ 10.00		\$ 3,419.13
2/24/2019	Network for Good	donation (Tamela Wagner)	\$ 25.00		\$ 3,444.13
2/24/2019	Network for Good	donation (Marti Anderson)	\$ 25.00		\$ 3,469.13
2/24/2019	Network for Good	dues (Rachel N. Kelly)	\$ 35.00		\$ 3,504.13
2/24/2019	Network for Good	donation (Rosina Houle)	\$ 10.00		\$ 3,514.13
2/24/2019	Network for Good	dues (Keyta D. Kelly)	\$ 35.00		\$ 3,549.13
3/5/2020	Dr. Ritchey DDS	Donation	\$ 50.00		\$ 3,599.13
3/5/2020	First State Bank	Donation	\$ 250.00		\$ 3,849.13
3/5/2020	Vicki Starcher - Blush	Donation	\$ 100.00		\$ 3,949.13
3/5/2020	Brothers Wine and Spirit	Donation	\$ 100.00		\$ 4,049.13
3/10/2020	1866 Bar & Grill	dues \$35 - Donation \$65	\$ 100.00		\$ 4,149.13
3/10/2020	LADD Service Company	Donation	\$ 100.00		\$ 4,249.13
3/10/2020	Pay Pal Transfer	Keyta Kelly W/C workshop	\$ 72.52		\$ 4,321.65
3/10/2020	Pay Pal Transfer	Rachel Kelly W/C worksho	\$ 72.52		\$ 4,394.17
3/10/2020	Pay Pal Transfer	dues (Marti Anderson)	\$ 33.68		\$ 4,427.85
3/10/2020	Pay Pal Transfer	dues (Debbie Carden)	\$ 33.68		\$ 4,461.53
3/11/2020	Pay Pal Transfer	dues (John Hulsey)	\$ 33.68		\$ 4,495.21
3/11/2020	Pay Pal Transfer	Cheryl Clark W/C worksho	\$ 72.52		\$ 4,567.73
3/18/2020	Rnky Dink Graphics LLC	reimb printing/web page		\$ 319.78	\$ 4,247.95
4/9/2020	Kansas.Gov	Annual Report filing fee		\$ 40.00	\$ 4,207.95
4/15/2020	Pay Pal Transfer	dues (Leigh Coffman)	\$ 33.68		\$ 4,241.63
4/20/2020	Pay Pal Transfer	dues (Kathy Brecheisen	\$ 33.68		\$ 4,275.31
5/19/2020	Believe in Reading Fund	grant for Children's SF	\$ 500.00		\$ 4,775.31
5/22/2020	Amazon Smile	donations	\$ 5.00		\$ 4,780.31
TOTAL			\$ 4,176.19	\$ 382.91	



Office of the City Manager
AGENDA STATEMENT

DATE: June 15, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Recreation Commission Appointment Recommendation

DISCUSSION:

The Tonganoxie Recreation Commission is defined as a joint recreation commission, with two members appointed by USD 464, two members appointed by the City of Tonganoxie, and a fifth member appointed by the other four members of the Recreation Commission. Recreation Commission positions include a four year term. The term of the position currently held by Ryan Brune, who was appointed by the Mayor with the support of the City Council on March 2, 2020, expires on June 30, 2020. The other City-appointed position on the Recreation Commission is held by John Bretthauer, who was appointed in June 2018.

The Recreation Commission provided a letter to the Governing Body, included as an attachment, requesting the reappointment of Ryan Brune to the expiring City appointed position on the Recreation Commission.

City staff and the Recreation Commission are seeking direction from the Governing Body regarding filling the position.

CURRENT REC COMMISSION APPOINTMENTS

6/10/2020

Residency Requirements

Table with 6 columns: Positions required to be USD 464 residents, CITY, CITY, USD 464, USD 464, BOARD APPOINTED. Rows include Position Number, Name, Appointment Date (CC), and Term Expiration Date.

PREVIOUS APPOINTMENTS

Table with 1 column: Ryan Brune. Rows include dates 3/2/2020 and 6/30/2020.

BUDGET IMPACT:

None.

ACTION NEEDED:

This position is a mayoral appointment with the consent of the Governing Body. The Mayor can appoint (insert name here) to a City-appointed position on the Recreation Commission and ask for a roll call vote to ascertain the City Council's consent.

ATTACHMENTS:

Letter Requesting Reappointment of Ryan Brune to the Recreation Commission

cc: George Brajkovic, City Manager
Anna Krstulic, City Attorney
Gayle Parker, Recreation Commission Director

Tonganoxie

Recreation Commission

"Creating Community through Parks, People & Programs"

To: Mayor Frese and City Council

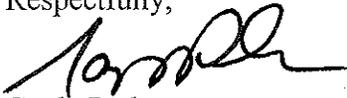
From: Tonganoxie Recreation Commission

Date: 6-8-2020

Subject: City of Tonganoxie member reappointment for the Tonganoxie Recreation Commission.

The Tonganoxie Recreation Commission would like to request the reappointment of Ryan Brune to the Tonganoxie Recreation Commission Board. Ryan's term would begin on the July 2020 Board meeting and expire June 2024.

Respectfully,



Gayle Parker

Director, Tonganoxie Recreation Commission



Office of the City Manager
AGENDA STATEMENT

DATE: June 15, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Melanie Bilby, Administrative Assistant
SUBJECT: Consider Approval of Fireworks Sales Permits for 2020

DISCUSSION:

Attached is an application for a vending permit for fireworks for 2020. By ordinance, the City Council reserves the authority to approve permits for such purpose. The applicants have satisfied the requirements of the fireworks permit and are listed below:

- Patrick O'Hare/Rockstar Fireworks (325 E24/40 HWY)
- Anthony Miller (319 Ridge Street)
- Garrett's Worldwide Enterprises, LLC (886 North Star Court)

City Code allows the general public to fire or discharge fireworks in the City limits between the hours of 8:00 a.m. and 11:00 p.m. on June 30th, July 1st, July 2nd, July 3rd and July 4th of each year or as authorized by the governing body.

BUDGET IMPACT:

The permits will each initially generate \$500 in revenue for the City, followed by additional sales tax revenue from the period of sales. The revenue from these permits is anticipated in the 2020 budget.

ACTION NEEDED:

Make a motion to approve the fireworks sales permit for Rockstar Fireworks, Anthony Miller and Garrett's Worldwide Enterprises LLC.

ATTACHMENTS:

Fireworks Permit Applications

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager
John Zimbelman, Fire Chief

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: 5-21-2020

Square footage of Structure: 30'x70' = 2100 sq. ft.

OFFICE USE ONLY

APPLICATION REVIEWED AND:

Permit Fee: _____ Date: _____

Permit # _____

Council Acceptance/Denial Date: _____

Tent/Bldg Insp. _____ Date: _____

APPROVED _____ **DENIED** _____

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

- All Applications must be accompanied with:
- ✓ Non-refundable permit fee (\$500.00)
 - ✓ Certificate of Insurance (\$1,000,000.00) with City listed as additional insured
 - ✓ Tax Clearance from KS Dept of Revenue (785-296-3199) or www.ksrevenue.org
 - ✓ Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

**For a list of rules and regulations see attached:
 Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks**

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

ADDRESS/LOCATION REQUESTED: 886 N. Star Ct. Tonganoxie, KS

KS STATE SALES TAX # 004-251923765F-01 TAX EXEMPT # NA

INDIVIDUAL/ORGANIZATION/BUSINESS Garrett's Worldwide Enterprises, LLC

MAILING ADDRESS PO Box 480

CITY, STATE & ZIP: Basehor, KS 66007

CONTACT NAME Chasity Schuler DAYTIME PHONE 818-260-6478

EVENING PHONE _____ CELL PHONE _____ EMAIL chasity.schuler@garrettsllc.com

CONTACT NAME Susan Garrett DAYTIME PHONE 785-528-2755

EVENING PHONE _____ CELL PHONE 785-760-1499 EMAIL susan@garrettsllc.com

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.

Chasity M. Schuler
 SIGNATURE OF RESPONSIBLE PARTY

5-21-2020
 DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

 CITY CLERK

 FIRE CHIEF – Tentative Approval
 Final Inspection after set-up



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Garretts Worldwide Enterprises, LLC
DBA as Garretts Fireworks

ISSUE DATE
02/13/2020

TRANSACTION ID
TDS5-4D5T-66CD

CONFIRMATION NUMBER
CPCG-M363-JMJE

TAX CLEARANCE VALID THROUGH 05/13/2020

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Division of Taxation
915 SW Harrison St
Topeka KS 66612-1588



Phone: 785-368-8222
FAX: 785-296-2073
www.ksrevenue.org

Nick Jordan, Secretary of Revenue
Steve Stotts, Director of Taxation

Department of Revenue

Sam Brownback, Governor

May 6, 2016

GARRETT'S WORLDWIDE ENTERPRISES LLC
120 BARCLAY ST
OSAGE CITY, KS 66523-1012

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



Garretts Worldwide Enterprises LLC
120 Barclay St
Osage City, KS 66523-1012

Tax Account Number: 004-XXXXX3765F-01

Inception Date: 05/06/2016

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: <u>June 1, 2020</u>
Square footage of Structure: <u>1,350 sqft</u>

OFFICE USE ONLY	
APPLICATION REVIEWED AND:	
Permit Fee: _____	Date: _____
Permit # _____	
Council Acceptance/Denial Date: _____	
Tent/Bldg Insp. _____ Date: _____	
APPROVED _____ DENIED _____	

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

All Applications must be accompanied with:

- ✓ Non-refundable permit fee (\$500.00)
- ✓ Certificate of Insurance (\$1,000,000.00) with City listed as additional insured
- ✓ Tax Clearance from KS Dept of Revenue (785-296-3199) or www.ksrevenue.org
- ✓ Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

❖ Please note, Ordinance 1358 allows the Fire Chief to institute a burn ban based on, but not limited to, weather, soil conditions and water supply. If a burn ban is instituted during a time in which it is legal to sell fireworks, a firework vendor may apply for a 50% refund of the permit fee. All applications must be approved by City Council prior to issuing a refund.

For a list of rules and regulations see attached:

Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks

APPLICATION IS MADE BY: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-profit
--

ADDRESS/LOCATION REQUESTED: 325 WEST HWY 24-40

KS STATE SALES TAX # 004-841954000F-01 TAX EXEMPT # N/A

INDIVIDUAL/ORGANIZATION/BUSINESS ROCKSTAR Fireworks

MAILING ADDRESS 14500 234th Street

CITY, STATE & ZIP: Tonganoxie KS 66080

CONTACT NAME Patrick O'Hare DAYTIME PHONE _____

EVENING PHONE _____ CELL PHONE 785-840-8123 EMAIL sam71521@aol.com

CONTACT NAME Samantha O'Hare DAYTIME PHONE _____

EVENING PHONE _____ CELL PHONE 816-289-0174 EMAIL sam71521@aol.com

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.


SIGNATURE OF RESPONSIBLE PARTY

June 1, 2020
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

CITY CLERK

FIRE CHIEF – Tentative Approval
Final Inspection after set-up



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100 FAX (A/C. No): 216-658-7101 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Everest Indemnity Insurance Co. 10851 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Winco Fireworks International LLC 12521 15th Street Grandview MO 64030		

COVERAGES **CERTIFICATE NUMBER: 138778893** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			SIBGL01234-191	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS 8166972217 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For premise liability - this certificate reflects coverage for the dates and location noted below only.

For product liability - this certificate reflects coverage for product purchased from the above referenced named insured only

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Dates of Coverage for 4th of July Season: 06/29/20 through 07/04/20

Stand Location: 325 W. Highway 24-40 Tonganoxie, KS 66086

Stand Operator: Patrick O'Hare

Landowner: Crookham Construction

Additional Insured: City of Tonganoxie; Crookham Construction; Patrick O'Hare; Rockstar Fireworks

CERTIFICATE HOLDER Rockstar Fireworks 14506 234th Street Tonganoxie KS 66086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

RockStar Fireworks

ISSUE DATE

05/26/2020

TRANSACTION ID

TNF3-BNE3-GTJ7

CONFIRMATION NUMBER

CTNJ-JN7T-EK2D

TAX CLEARANCE VALID THROUGH 08/24/2020

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

01000100

Division of Taxation
120 SE 10th Avenue
PO Box 3506
Topeka KS 66625-3506
Mark A. Burghart, Secretary



909019

Phone: 785-368-8222
Fax: 785-296-2073
www.ksrevenue.org
Laura Kelly, Governor

June 3, 2020

ROCKSTAR FIREWORKS
ROCKSTAR FIREWORKS LLC
14506 234TH ST
TONGANOXIE, KS 66086-3321

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.html> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



Rockstar Fireworks
ROCKSTAR Fireworks LLC
14506 234th St
Tonganoxie, KS 66086-3321

Tax Account Number: 004-XXXXX4000F-01
Inception Date: 06/30/2019
Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

APPLICATION FOR RETAIL SALES OF FIREWORKS WITHIN THE CITY OF TONGANOXIE

Date of Application: 6-8-2020
 Square footage of Structure: 30 X 60

OFFICE USE ONLY

APPLICATION REVIEWED AND:

Permit Fee: _____ Date: _____

Permit # _____

Council Acceptance/Denial Date: _____

Tent/Bldg Insp. _____ Date: _____

APPROVED _____ **DENIED** _____

Dates of Operation: June 30th through July 4th
 Fireworks may be sold from **8:00 a.m. – 11:00 p.m. only**
All signs, tents and trash must be removed with 48 hours after sale date.

All Applications must be accompanied with:

- Non-refundable permit fee (\$500.00) –
- Certificate of Insurance (\$1,000,000.00) – with City listed as additional insured
- Tax Clearance from KS Dept of Revenue – (785-296-3199) or www.ksrevenue.org
- Copy of KS Retailers' Sales Tax Registration Certificate (785-296-4937) or www.ksrevenue.org/forms.htm

❖ Please note, Ordinance 1358 allows the Fire Chief to institute a burn ban based on, but not limited to, weather, soil conditions and water supply. If a burn ban is instituted during a time in which it is legal to sell fireworks, a firework vendor may apply for a 50% refund of the permit fee. All applications must be approved by City Council prior to issuing a refund.

For a list of rules and regulations see attached:

Code of the City of Tonganoxie, Chapter 7- Article 3. Fireworks

APPLICATION IS MADE BY: Individual Partnership Corporation Non-profit

ADDRESS/LOCATION REQUESTED: 319 Ridge Street

KS STATE SALES TAX # 51-0546123 TAX EXEMPT # _____

INDIVIDUAL/ORGANIZATION/BUSINESS Anthony R. Miller

MAILING ADDRESS PO Box 163

CITY, STATE & ZIP: Tonganoxie KS 66086

CONTACT NAME Anthony Miller DAYTIME PHONE _____

CELL PHONE 816 590 2290 EMAIL tentman001@hotmail.com

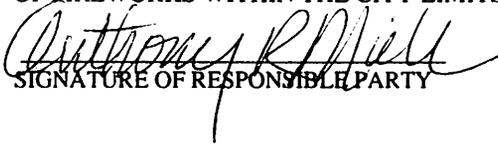
CONTACT NAME Tammy Miller DAYTIME PHONE _____

CELL PHONE 816 804 9029 EMAIL _____

WOULD YOU LIKE EMAIL REMINDERS FOR LICENSING: YES / NO

EMAIL FOR REMINDERS: please mail or call Tammy

I/WE HAVE READ AND AGREE TO ABIDE BY THE RULES AND REGULATIONS AS SET FORTH IN THE CITY CODE OF TONGANOXIE AND CITY ORDINANCES THAT GOVERN THE RETAIL SALES OF FIREWORKS WITHIN THE CITY LIMITS.


SIGNATURE OF RESPONSIBLE PARTY

6-8-2020
DATE

APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____

CITY CLERK

*FIRE CHIEF – Tentative Approval
Final Inspection after set-up*



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Anthony R. Miller

ISSUE DATE

05/22/2020

TRANSACTION ID

TPRG-4SDM-NB6B

CONFIRMATION NUMBER

C2TD-RBNB-5M57

TAX CLEARANCE VALID THROUGH 08/20/2020

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Melanie Bilby

From: Anthony Miller <AnthonyRMiller2011@live.com>
Sent: Wednesday, June 10, 2020 2:19 PM
To: Melanie Bilby
Subject: Fireworks Sales Tax Registration

We have applied for the sales tax registration and have been approved for our additional location at 319 Ridge street Tonganoxie. I spoke with the kansas department of revenue today. They said the certificate is in the mail and I should receive it by next week. I will bring it to the drop box as soon as I receive it.

Thank you
Anthony Miller
816 590 2290

Memorandum

To: Melanie Bilby
George Brajkovic
Dan Porter

From: Anna M. Krstulic

Re: Revisions to Sections 26-010 and 30-010 of the Zoning Regulations

Date: April 23, 2020

City staff have discovered certain inconsistencies between the Code of the City of Tonganoxie, Kansas (the "City Code") and the Tonganoxie Zoning and Subdivision Regulations (the "Zoning Regulations") regarding the procedure for appointments to the Planning Commission (the "Commission"), which also serves as the Board of Zoning Appeals ("BOZA"). Currently, there are provisions in both the City Code and the Zoning Regulations that govern the Commission/BOZA:

1. City Code Section 16-101 *et seq.*

Section 16-101 of the City Code specifies the composition of the Commission.

Section 16-102 provides for appointment of Commission members by the Mayor with the consent of the Governing Body at the first regular meeting in *May* of each year. Newly-appointed Commission members take office at the next regular meeting of the Commission. Commission members are appointed to have staggered terms of 3 years each, and the terms of the 2 members who reside outside City limits must not expire in the same year.

Section 16-103 allows the Commission to adopt bylaws for its transaction of business and hearing procedures, and addresses the requirements for Commission meetings, officers and records.

Section 16-104 sets forth the Commission's powers and duties.

Section 16-105 provides for the Commission to serve as the BOZA, allows the BOZA to adopt bylaws for its operation and hearing procedures, and addresses the requirements for BOZA meetings and records.

2. Zoning Regulations Sections 26-010 and 30-010

Section 26-010 provides for the composition, appointments, and replacement of BOZA members primarily by reference to Section 30-010. Section 26-010 also identifies BOZA officers and duties, adoption of bylaws, meeting and record requirements, and staff support.

Section 30-010 of the Zoning Code identifies appointments, terms and vacancies of Commission members. Section 30-010.B states that terms begin in *April* and end in *March*, which conflicts with Section 16-102.

RECOMMENDATION

The language in Sections 26-010 and 30-010 is duplicative and unnecessary. In addition, portions of Section 30-010 are inconsistent with Section 16-102. Staff recommends compliance with Section 16-101 *et seq.* of the City Code and amendments to the Zoning Regulations to eliminate the inconsistency and duplication. Upon motion unanimously approved, the Governing Body requests that the Commission consider the following amendments to the Zoning Regulations:

26-010 Reserved. BOARD OF ZONING APPEALS

~~A. Appointment: A Board of Zoning Appeals is hereby created. The Board shall consist of the members of the Planning Commission and may also include Members of the Public at Large. (Amended by Ordinance # 1184 5/9/05). Appointment procedures shall be the same as observed by that body. (See Section 30, Planning Commission.) All requirements regarding quorums and majorities shall be based on the planning commission requirements outlined in Section 30 of this ordinance. (Ordinance #906 8/22/94)~~

~~B. The board shall consist of seven (7) members appointed by the Mayor with approval by the Governing Body for the City of Tonganoxie. Members of the Board shall serve without compensation. (Amended by Ordinance # 1184 5/9/05)~~

~~C. Replacement of Board Members: All replacement of Board members shall be accomplished by the procedure outlined in Section 30 of this ordinance (Ordinance #906 8/22/94).~~

~~Officers and Duties: The Board of Zoning Appeals shall annually elect a chairman and a vice-chairman. The chairman, or in his absence the vice-chairman, shall preside at all meetings and shall decide all points of order or procedure.~~

~~Rules and Meetings: The Board may adopt rules to govern its proceedings in accordance with the provisions of this ordinance. Meetings of the board shall be held at any time at the call of the Chairman and at such other times as the board may determine. All meetings of the Board shall be held at such place or places within the City as the Board may designate. All meetings shall be open to the public. The board shall keep minutes of its proceedings, showing evidence presented, findings of fact by the board, decision~~

~~of the board, and the vote upon each question. Records of all official actions of the board shall be filed with the City Clerk at City Hall and shall be a public record.~~

~~Staff Support: Staff members for the Board of Zoning Appeals shall consist of the City Planner and a Secretary, which shall be employees of the City.~~

30-010 Reserved.~~PLANNING COMMISSION~~

~~A. Appointment 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 limits, 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.~~

~~Terms and Vacancies: Terms for Commissioners shall be three (3) years, with the members divided as evenly as possible so that terms end on alternating years. Vacant, unexpired terms shall be filled by appointment by the Mayor with the consent of the Governing Body and such appointment shall be for the remainder of the unexpired term. Terms shall begin in April and expire in March. The Governing Body should provide by Ordinance or Resolution for the term of the members of the Planning Commission and for the filling of vacancies.~~

PROCEDURE

Amendment of the Zoning Regulations requires consideration and recommendation of the Commission following a public hearing pursuant to state law (K.S.A. 12-749, 12-757) and Section 27-011 of the Zoning Code, which sets forth the following procedures:

- a. Governing Body or Commission files recommendations for amendment with the City Clerk;
- b. City Clerk submits the recommendations to the Commission;
- c. Commission considers the recommendations and if approved (with or without revision), sets the matter for public hearing;
- d. City Clerk publishes notice 20 days prior to public hearing stating the time and place and providing a description of the proposed amendment along with a statement that the proposed amendment is available at the City Clerk's office;
- e. Commission holds public hearing to allow interested parties to be heard, and then submits recommendations to Governing Body;

- f. Governing Body may: (1) adopt by ordinance, (2) override by 2/3 vote (i.e., 4 votes, including Mayor), or (3) return recommendation to Commission with statement specifying basis for failure to approve/disapprove. In the event of (3):
- o Commission must consider at next regular Commission meeting, and either resubmit original recommendation or submit new and amended recommendation to Governing Body;
 - o Governing Body may, by simple majority: (1) adopt or (2) amend and adopt the recommendation by ordinance, or (3) take no action.

AMK:

ORDINANCE NO. 1486

AN ORDINANCE RELATING TO THE PLANNING COMMISSION AND BOARD OF ZONING APPEALS; AMENDING AND REPEALING EXISTING SECTIONS 26-010 AND 30-010 OF THE TONGANOXIE ZONING AND SUBDIVISION REGULATIONS.

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

SECTION 1. Existing Section 26-010 of the Tonganoxie Zoning and Subdivision Regulations (the "Zoning Regulations") is hereby amended to read as follows:

26-010. Reserved.

SECTION 2. Existing Section 30-010 of the Zoning Regulations is hereby amended to read as follows:

30-010. Reserved.

SECTION 3. Existing Sections 26-010 and 30-010 are hereby repealed.

SECTION 4. This Ordinance shall take effect after its passage and publication as provided by law.

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

PASSED by the Governing Body and **APPROVED** by the Mayor this 15th day of June, 2020.

SEAL

David Frese, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney



Office of the City Manager
AGENDA STATEMENT

DATE: June 15, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Amendments to Planning Commission Bylaws

DISCUSSION:

Through extensive review and discussion with the City Attorney and member of the Planning Commission the Planning Commission Bylaws have been completely revised and updated to ensure consistency with state statutes and the City Code and to be more comprehensive. In particular, the proposed changes include new provisions regarding continuances, applicant not in attendance and conflict of interest.

Following the most recent discussion at the June 4, 2020 Planning Commission meeting the additional changes added to the Bylaws were making it clear that the Bylaws apply to the Board of Zoning Appeals, adding a requirement for a 30-day minimum for posting notice of opportunities for fill a vacant position on the Planning Commission, general document reformatting for easier reference.

BUDGET IMPACT:

None.

ACTION(S) NEEDED:

Make a motion to approve the amended Planning Commission Bylaws as recorded in the draft bylaws attachment, or make a motion to direct staff to convey recommend changes to the Planning Commission for consideration.

ATTACHMENTS:

Draft Amended Planning Commission Bylaws

cc: George Brajkovic, City Manager

TONGANOXIE PLANNING COMMISSION/BOARD OF ZONING APPEALS*
BYLAWS

June 2020

I. MEMBERSHIP, POWERS AND DUTIES OF THE COMMISSION

- A. **Membership.** The Commission shall consist of seven (7) members of which five (5) members shall be residents of the City and two (2) members shall reside outside the City limits, but within the designated planning area of the City which is within at least three (3) miles of the corporate limits of the City. Members of the Commission serve without compensation.
- B. **Appointments; Terms.** The members of the Commission shall be appointed by the Mayor with approval of the Governing Body in May of each year and take office at the next regular meeting of the Commission. All members shall be appointed for staggered terms of three (3) years each, with terms beginning in June and expiring in May. The appointments shall be made so that the terms of office of the members residing outside City limits do not expire within the same year.
- C. **Vacancies.** Vacant, unexpired terms shall be filled by appointment by the Mayor with the consent of the Governing Body and such appointment shall be for the remainder of the unexpired term. City staff will publicly post a request for applications for the vacancy for at least thirty (30) days, and the Commission will review the applications and make a recommendation to the Governing Body.
- D. **Powers and Duties.** The powers and duties of the Commission shall be those authorized by the Tonganoxie City, Code, the Tonganoxie Zoning and Subdivision Regulations (the "Zoning Regulations"), and Article 7 of Chapter 12 of the Kansas Statutes Annotated, all as amended from time to time.
- E. **Actions.** In all formal matters, the Commission shall act by motion, unless a resolution is required by the Zoning Regulations or other law. All notices required by law to be given by publication shall be published in the official City newspaper.

II. OFFICERS

- A. **Officers.** The Commission shall elect from its membership a Chair, Vice-Chair and Secretary at the regular meeting in June. Each officer shall serve for one (1) year and until a successor is elected. Any vacancy may be filled at a regular or special meeting after such vacancy.

* Section 16-105 of the Tonganoxie City Code designates the Planning Commission to serve as the Board of Zoning Appeals. All references to "Commission" in these Bylaws includes the Board of Zoning Appeals.

1. Chair: The Chair shall preside at all meetings of the Commission and decide all points of order or procedure; sign all resolutions and other official papers and documents; appoint committees; and call special meetings and workshops; and perform such other duties specified in these bylaws.
 2. Vice-Chair: The Vice-Chair shall perform the duties of the Chair during the absence or disability of the Chair. In the absence of both the Chair and the Vice-Chair, the members shall choose a Presiding Officer from among the members present, who shall have for the duration of the meeting all the authority and restrictions held by the Chair.
 3. Secretary: The Secretary shall sign approved plats and perform the duties of the Chair during the absence or disability of the Chair and Vice-Chair.
- B. **Recording Secretary**. The Chair shall recommend a recording secretary who is not a member of the Commission to the Mayor for appointment with the consent of the Governing Body. The recording secretary shall:
1. Notify members of all meetings;
 2. Publish notices of all meetings and applications as required by the Zoning Regulations and Kansas statutes;
 3. Propose meeting agendas;
 4. Record the minutes of each meeting showing evidence presented, findings of fact, decisions, and the vote upon each question, and furnish copies of the minutes to the Commission and other appropriate persons as soon as practical for approval;
 5. Coordinate committee meetings and when required, attend committee meetings, record the minutes thereof, and furnish copies of the minutes to the committee members and other appropriate persons as soon as practical; and
 6. Keep a file of all official records, minutes and reports of the Commission; and
 7. Attend to all correspondence of the Commission.

III. MEETINGS

- A. **Regular Meetings**. The Commission shall meet regularly on the first Thursday of each month at 7:00 p.m. in the City Council Chambers, unless that Thursday is a holiday in which event the monthly meeting shall be held on the first Wednesday of the month. The Commission may, by a vote at a preceding regular or special meeting, elect not to have a regular meeting on the first Wednesday

preceding the holiday, or, for good cause, to cancel or change the date, time or place of a regular meeting.

- B. **Special Meetings.** Special meetings may be held at the call of the Chair (or Vice-Chair in the absence of the Chair) for whatever time or purpose determined. The Chair shall call a special meeting at the request of any three (3) or more Commission members submitted in writing. If the Chair fails to comply with such a request, the meeting shall be called by the requesting members, all of whom shall sign the notice. No matters other than those enumerated in the notice and call shall be considered at a special meeting.
- C. **Workshop Meetings.** The Commission will hold workshop meetings as necessary for discussion and training purposes or any other business deemed appropriate by the Chair.
- D. **Quorum.** At least the majority of the members of the Commission shall be necessary to constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present shall be required for the exercise of powers or functions conferred or imposed upon the Commission, but less than a majority of the members may meet and adjourn from time to time until a quorum is present.
- E. **Order of Business.** At the appointed hour, the Chair shall call to order each meeting and upon the appearance of a quorum, the Commission shall proceed to consider the items set in the agenda in the following order:
 - 1. Roll Call;
 - 2. Approval of the minutes of the previous meeting;
 - 3. Open Agenda (no item shall be discussed at this time which should be legally published, or which necessitates notification of adjoining property owners);
 - 4. Old Business;
 - 5. New Business;
 - 6. Information & Communications (No Action Required);
 - 7. Adjourn.
- F. **Agenda.** Items to be heard by the Commission must be submitted in accordance with the annually updated Application and Review Schedule. The agenda shall be prepared one week prior to the date of the meeting and be available to the public by the Friday preceding the meeting. The order of items on the agenda shall be at the discretion of the recording secretary. The Chair may, for reasons stated to all

in attendance, vary from the order of the agenda. An item may be added to the published agenda only by affirmative vote of majority of the members present.

- G. **Meetings Open to the Public.** All meetings of the Commission shall be open to the public in accordance with the requirements of K.S.A. 75-4317 *et seq.* (the Kansas Open Meetings Act). A meeting may be closed to the public and adjourned into an executive session until a specified time by a formal motion made and carried in accordance with applicable law. No binding action shall be taken by vote in an executive session.
- H. **Minutes.** The recording secretary shall record the proceedings of all Commission meetings. The recording secretary may use a recording device to assist with the preparation of minutes. Any recording will be retained for a minimum of sixty (60) days after approval of the minutes derived therefrom, unless a longer period is otherwise requested or required by law. The proposed minutes of each regular or special meeting shall be distributed to the Commission and other appropriate persons as soon as practical for approval. The original of the approved minutes shall be placed in the Commission's permanent record and shall become official records of the City.
- I. **Robert's Rules of Order.** Unless otherwise specifically stated in these Bylaws, Robert's Rules of Order shall apply to all Commission procedures, motions and public hearings.

IV. MOTIONS AND VOTING

- A. **Motions.** Following closing of a public hearing or comment, a motion may be made to recommend approval or denial of the application to the Governing Body. A motion to continue the application to a date certain before the Commission may also be made. The maker of the motion should include a brief statement of the reason(s) for the motion, as well as any stipulations relative to the application, plans, development procedure, etc. Upon receiving the second, the motion may be discussed and, upon call for the question or at the discretion of the Chair, brought to a vote.
- B. **Voting.** Votes shall be by voice or by the raising of hands or by roll call, at the discretion of the Chair. Any member may call for a roll call vote on any issue. Any motion may be tabled or amended in accordance with Robert's Rules of Order. If the Commission feels that delaying an action would be in the best interests of the parties involved, the hearing may be continued to a date certain and the motion for continuance shall include the reason for the action. All motions require a majority vote of those present.

V. CONTINUANCES

Any applicant or authorized agent shall have the right to two (2) continuances of a public hearing before the Commission, provided that a written request outlining the need for the continuance is submitted to City staff prior to the scheduled hearing. The Commission

may grant additional continuances for good cause shown. All motions to grant a continuance shall state the date on which the matter is to be heard.

VI. APPLICANT NOT IN ATTENDANCE

In case an applicant or the applicant's agent is not in attendance when an item is called, the Chair may, at the Chair's discretion, set the item over to the end of the agenda. At the time the item is again called, if the applicant is still not represented, the Commission may continue, approve or deny the application as it sees fit.

VII. CONFLICT OF INTEREST

A. **Conflicts of Interest.** A member shall not participate or vote on an item before the Commission if:

1. The member has a substantial interest in a particular item as defined by state law, including but not limited to K.S.A. 75-4301a *et seq.*;
2. The member has expressed an individual opinion on the determination of a quasi-judicial matter or otherwise expressed him/herself in a way that infers an opinion has been formed prior to the Commission's hearing on the item; and/or
3. The member owns property or is a prospective purchaser of property included in an application or within the statutory notification area.

B. **Procedure.** When a member of the Commission has a conflict of interest on a particular item before the Commission, the member shall so state for the record. In such event, the member shall leave the room, and shall not participate in the hearing or discussion or vote on the item. If the vacation of a chair due to a conflict of interest will eliminate a quorum, then the Commission shall continue the hearing to the next regular meeting.

C. **Ex Parte Contacts.** Prior to any motion on an application, members of the Commission should disclose the nature of any ex parte contacts and of any information obtained through those contacts that may have a bearing on their decisions.

VIII. COMMITTEES

A. **Appointment.** The Commission may appoint committees to advise or assist in its activities. The Chair shall appoint, with approval of the Commission, two (2) Commission members to a committee. Any interested persons are invited to provide input to the committee. The Chair shall appoint one member of the committee as the chairperson thereof, and the committee shall meet at such times and places as directed by the chairperson of the committee.

- B. **Committee Reports.** When a committee originates a report, it must be complete when presented. All committee reports should close with definite recommendation(s). Committee reports shall be presented to the Commission by the chairperson of the committee.

IX. MEMBERS' ABSENCE

- A. **Notice to Mayor.** If any member of the Commission fails to attend three (3) meetings in a rolling calendar year, the recording secretary shall notify the Mayor in writing, giving the name of the individual and the dates of the meetings missed.
- B. **Consideration by Governing Body.** 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. The Assistant City Manager or City Clerk shall notify the Commission member of the date and time of the meeting at which the Governing Body will consider the member's attendance record.
- C. **Action by Governing Body.** The Mayor, with the consent of the Governing Body, may declare a vacancy and proceed to appoint a successor for the remaining term of the vacant position. The Governing Body may continue the consideration of the vacancy or the appointment of a successor.

X. AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed for stated reasons by affirmative vote of two-thirds (2/3) of the Commission members. These Bylaws, and any amendments thereto, are subject to approval of the Governing Body.



Office of the City Manager
AGENDA STATEMENT

DATE: June 15, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Authorization to Approve an Auditing Services Letter of Engagement with Berberich Trahan & Co., P.A.

DISCUSSION:

The City Council approved a three year agreement with Kramer and Associates in March 2019 for auditing services for the 2018, 2019, and 2020 fiscal years.

Staff were recently informed by Tony Kramer of Kramer and Associates that due to the transition of key staff within the firm and overall level of workload the firm was unable to perform municipal auditing services in 2020 and for the foreseeable future. In an effort to aid municipal clients with securing auditing services in a very short timeframe Mr. Kramer made a connection with the Topeka-based independent public accounting firm Berberich Trahan & Co., P.A. (BT&Co.) to allow the current municipal clients to work with BT&Co to complete fiscal year 2019 audits at the same or a very similar cost. BT&Co was the only other respondent to the City's RFP completed in 2019 for auditing services.

Karen Linn, Managing Director at BT&Co, has provided a cover letter and draft letter of engagement which is included as an attachment for reference. The letter of engagement outlines expectations for the working relationship between BT&Co and City staff, which culminates in the delivery of a written report to the Governing Body at the conclusion of the audit.

BUDGET IMPACT:

Terms of payment within the City's previous contract included the following amounts by fiscal year, subject to annual appropriation by the government body of the City.

1. Audit of Year Ended December 31, 2018 - \$9,425
2. Audit of Year Ended December 31, 2019 - \$9,775
3. Audit of Year Ended December 31, 2020 - \$9,900

Approval of the attached letter of engagement with BT&Co would commit the City to an additional \$225 in cost that was unplanned in 2020 budget. This cost will be incurred in the City's General Fund.

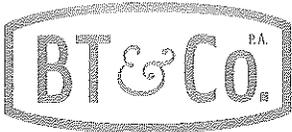
ACTION(S) NEEDED:

Make a motion to authorize the Mayor and City Manager to execute a letter of engagement with Berberich Trahan & Co., P.A., for the preparation of an audit of the fiscal year ended on December 31, 2019.

ATTACHMENTS:

Cover Letter
Draft Letter of Engagement

cc: George Brajkovic, City Manager



Certified Public Accountants

June 5, 2020

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

Dear Mr. Porter:

Enclosed you will find the engagement letter for the audit of the City of Tonganoxie for the year ended December 31, 2019. We are pleased to have the opportunity to present this engagement letter to the City after the discontinuance of audit services by your current auditing firm, Kramer & Associates.

The fee of \$ 10,000 is an all-inclusive fee for the audit and is based upon our estimate of the time we will time spend on the audit at the hourly rates related to the level of experience and training of the individuals assigned. We will not charge any expenses to the City for travel or other costs related to the audit.

As part of our commitment to the City, we will not charge you for phone calls, questions, and communications on matters such as accounting and reporting issues or questions, unless significant time is required for research and response. Accordingly, all of the time and expenses for routine inquiries are included in our audit fee. We understand that any fees for additional work would require advance approval.

We look forward to working with you and other City personnel. Please let me know if you have any questions.

Very truly yours,

BT&CO., P.A.

Karen K. Linn
Managing Director

KKL:tl
Enclosure

4301 SW Huntoon Street, Topeka, KS 66604 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: blandcoocpa.com

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Certified Public Accountants

June 5, 2020

Honorable Mayor and City Council
City of Tonganoxie, Kansas
P.O. Box 326
Tonganoxie, Kansas 66086

Attention: Mayor David Frese

The Objective and Scope of the Audit of the Financial Statement

You have requested that we audit the regulatory basis financial statement of the City of Tonganoxie, Kansas (the City) as of and for the year ended December 31, 2019. We will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statement as a whole.

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Our audit will be conducted with the objective of our expressing an opinion on the financial statement.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the "Kansas Municipal Audit and Accounting Guide." Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

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4301 SW Huntoon Street, Topeka, KS 66604 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandco.com



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statement.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit.

We will also communicate to the city council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statement that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statement in accordance with the regulatory basis of accounting;
- b. To evaluate subsequent events through the date the financial statement is issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statement. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below.
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a financial statement that is free from material misstatement, whether due to fraud or error; and
- d. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 3

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statement. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the supplementary information in accordance with the regulatory basis of the State of Kansas, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Management agrees to include the auditors' report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statement or, if the supplementary information will not be presented with the audited financial statement, to make the audited financial statement readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

The city council is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statement in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

BT&Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statement addressed in that report. BT&Co., P.A. also has not performed any procedures relating to this official statement.

Because BT&Co., P.A. will rely on the City and its management and city council to discharge the foregoing responsibilities, the City holds harmless and releases BT&Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, BT&Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 4

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statement because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Assistant City Manager Dan Porter. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statement (such as drafting the financial statement, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time-to-time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-

party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

RSM US LLP will be available to support BT&Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

BT&Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 5

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 10,000. The quoted fee for the year ended December 31, 2019 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment.

No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 6

Claim Resolution

The City and BT&Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by BT&Co., P.A. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. BT&Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to BT&Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and BT&Co., P.A. both agree that any dispute over fees charged by BT&Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by BT&Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Information Security – Miscellaneous Terms

BT&Co., P.A. is committed to the safe and confidential treatment of the City's proprietary information. BT&Co., P.A. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide BT&Co., P.A. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

BT&Co., P.A. may terminate this relationship immediately in its sole discretion if BT&Co., P.A. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or BT&Co., P.A.'s client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.



Honorable Mayor and City Council
City of Tonganoxie, Kansas
Page 7

Reporting

We will issue a written report upon completion of our audit of the City's financial statement. Our report will be addressed to the city council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between BT&Co., P.A. and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement including our respective responsibilities.

Very truly yours,

BT&CO., P.A.

Karen K. Linn
Managing Director

KKL:tls
Enclosures

Confirmed on behalf of the City of Tonganoxie, Kansas:

Mayor

Date

City Manager

Date

RESOLUTION NO. 06-20-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE ANIMAL CONTROL SERVICES AGREEMENT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND THE CITY OF BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas ("Basehor"), desires to provide animal control services to the City of Tonganoxie, Kansas (the "City"); and

WHEREAS, K.S.A. 12-2908 permits a municipality to contract with another municipality to perform any governmental service, activity or undertaking that each contracting municipality is authorized by law to perform, and any such contract does not constitute an interlocal agreement under K.S.A. 12-2901 *et seq.*; and

WHEREAS, each of the City and Basehor have adopted animal control ordinances that authorize the respective municipality to perform animal control services; and

WHEREAS, animal control services promote the public good, health, and welfare within the City; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Animal Control Services Agreement attached hereto as **Exhibit A** (the "Agreement") with Basehor.

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.

Section 2. That the Mayor is hereby authorized to execute in the name of the City, the Agreement. The City Manager is hereby authorized to execute in the name of the City any 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.

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

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON THIS 15th DAY OF JUNE,
2020.**

SEAL

David Frese, Mayor

ATTEST:

Patricia C. Hagg, City Clerk

EXHIBIT A

ANIMAL CONTROL SERVICES AGREEMENT

[Attached.]

ANIMAL CONTROL SERVICES AGREEMENT

THIS ANIMAL CONTROL SERVICES AGREEMENT ("Agreement") made this _____ day of _____, 2020, between the City Basehor, Kansas ("Basehor") and the City of Tonganoxie, Kansas ("Tonganoxie"), (hereafter jointly the "Parties"), shall govern the provision of animal control services by Basehor on behalf of Tonganoxie.

WHEREAS, Basehor desires to provide animal control services for Tonganoxie; and

WHEREAS, Tonganoxie desires to engage Basehor to provide animal control services for Tonganoxie; and

WHEREAS, the Parties agree it is in the best interests of the Parties to cooperate to achieve the goals of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

Sec. 1. Engagement.

Basehor and Tonganoxie agree that Basehor will render animal control services to Tonganoxie, as more fully described in Section 4 of this Agreement.

Sec. 2. Payments.

- A. As consideration for the performance of the services described in Section 4, below, Tonganoxie will pay Basehor, subject to appropriation by the City Council, One Thousand, One Hundred Dollars (\$1,100) a month, for the Initial Term of the Agreement, as described in Section 3, below. After the Initial Term, the services and the fees may be adjusted if deemed necessary by the Parties.
- B. Tonganoxie shall reimburse Basehor for services provided by Leavenworth County Humane Society related to animals attributed to Tonganoxie, as outlined in the then current Agreement for Animal Sheltering Services between Basehor and the Leavenworth County Humane Society.
- C. Tonganoxie shall reimburse Basehor for any veterinary care, vaccinations, and services related to animals attributed to Tonganoxie.
- D. Tonganoxie shall reimburse Basehor for any fees related to animal surrenders.
- E. Tonganoxie agrees to pay Basehor on a monthly basis upon receipt of invoices from Basehor indicating the number of calls received, number of calls responded to and results of each call, and indicating the fee paid to Leavenworth County Humane Society and any fees paid for veterinary care or other services.
- F. Owners of animals attributed to Tonganoxie will be responsible for direct payment to Basehor for animals temporarily in the custody of Basehor. These fees must be paid prior to any animal being released.

- G. Payment for invoices will be processed within thirty days of submittal and upon approval of payment by Tonganoxie.

Sec. 3. Term of Agreement.

The Parties agree to an initial term of 120 days for both parties to evaluate whether the arrangement under this Agreement is beneficial to both Parties (“Initial Term”). In the event the Parties agree to extend the Agreement, the term of this Agreement (“Term”) shall be for one (1) year, commencing upon the expiration of the Initial Term. The Parties shall have the opportunity to negotiate a multi-year agreement beginning 60 days prior to the end of the Term.

Sec. 4. Scope of Services.

Basehor shall perform services including, but not limited to, the following:

- A. Respond to calls for service in a timely manner as is customary and ordinary for animal control. “Animal” shall mean domestic dogs and cats and other small domestic animals, and shall not include hooved animals or wildlife. Hours of response will generally be from 8 a.m. to 2 p.m., Monday through Friday. After hours or emergency calls will be handled based on availability.
- B. Provide containment and transport of all apprehended Animals from Tonganoxie to Leavenworth County Humane Society (“Humane Society”), or Basehor temporary facility if after hours.
- C. Coordinate with veterinarian about treatment of recovered Animals.
- D. Coordinate with Humane Society about housing for recovered Animals.
- E. Coordinate with Tonganoxie and Humane Society about surrender of Animals and housing and care of surrendered Animals. Surrenders shall only be accepted during Basehor’s regular hours of response.
- F. Care for Animal in the interim of Humane Society accepting custody of it.
- G. In the event of an Animal bite, coordinate with veterinarian and owner to ensure vaccinations current, or if no proof of vaccinations that Animal is not infected with rabies, and document same.
- H. Coordinate with Humane Society regarding adoption or release of Animal to responsible owner or party.
- I. Maintain log of calls, responses and final disposition of calls and provide year-end report for use by both Tonganoxie and Basehor
- J. Maintain a relationship in good standing with jurisdictional partners, animal shelters, and veterinarians.
- K. Conduct all work in a manner that promotes positive rapport with the general public, municipal staff, and neighboring jurisdictions.

- L. Draft appropriate reports for submittal to and testimony in municipal court, district court, or federal court as required by Tonganoxie. Basehor shall not initiate or issue citations to appear in Tonganoxie municipal court, but shall cooperate with Tonganoxie city staff regarding same.
- M. Animal control shall not include disposal of dead animals in roadway or other locations in Tonganoxie.
- N. Animal control shall not include trapping and relocating of feral animals.

The Parties further agree as follows:

- A. Each party shall designate a person to act as the primary point of contact for the implementation of this Agreement.
- B. Each party shall make available to the other all existing data and records that are relevant to the services outlined by this Agreement that is relevant to successful performance under the Agreement.
- C. Basehor shall prioritize calls within Basehor city limits in order not to disrupt service levels in Basehor.
- D. If Basehor experiences changes in staffing or other disruptions, either temporarily or permanently, that would impact the services contemplated by this Agreement, Basehor shall not be obligated to perform under this Agreement. Basehor shall notify Tonganoxie of issues impacting the services contemplated by this Agreement as soon as practical, and the Parties may consider whether termination of this Agreement is advisable.

Sec. 5. Notices.

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

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

Basehor: City Administrator
 2620 155th Street
 Basehor, Kansas 66007
 (913) 563-8134

Sec. 6. Indemnification for Negligence.

The Parties shall indemnify and hold each other harmless and any of their agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys’ fees, arising out of any negligent acts or omissions in connection with this Agreement, caused by the other party, its employees, agents, subcontractors or caused by others for whom the party is liable, in the performance of the services under this Agreement, to the extent allowed by Kansas law.

Sec. 7. Insurance.

- A. Unless otherwise waived in writing, Basehor shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified in this section.
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 Agreement, by Basehor.
 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 Tonganoxie, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall name Tonganoxie as additional insured for the services performed under this Agreement, such "additional insured" coverage to be on a primary and noncontributory basis with respect to Tonganoxie's own coverage and (notwithstanding the general limits of insurance described above and elsewhere) provide limits to Tonganoxie of no more (and no less) than \$500,000 per occurrence. Basehor shall provide to Tonganoxie at execution of this Agreement a certificate of insurance showing all required endorsements and additional insured coverage.
- 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.

Sec. 8. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Sec. 9. Compliance with Laws.

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

Sec. 10. Termination.

- A. This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party. The occurrence of any of the following events by either party for thirty (30) days after receipt by the defaulting party of written notice thereof and defaulting party's failure to cure, or to diligently commence the cure of, the same, shall deem that party in material default of this Agreement.
 - 1. Failure to comply with any of the material provisions required of either party under this Agreement; or
 - 2. The suspension, revocation or termination of any power, license, permit, or authority that has the effect of preventing either party from performing under this Agreement; or
 - 3. Nonpayment by either party of any sums required to be paid or remitted herein;
- B. Tonganoxie may terminate this Agreement at any time for any reason it would be in the best interests of Tonganoxie provided that Tonganoxie notifies Basehor in writing at least thirty (30) days in advance of the effective date of cancellation. Tonganoxie will pay Basehor for the work completed under the terms of this Agreement as of the date of termination.
- C. Basehor may terminate this Agreement at any time if for any reason it would be in the best interests of Basehor, provided that Basehor notifies Tonganoxie in writing at least thirty (30) days in advance of the effective date of cancellation. Tonganoxie will pay Basehor for the work completed under the terms of this Agreement as of the date of termination.
- D. Parties shall communicate from time to time regarding the status of the Agreement and whether its purposes are being met, or whether termination of the Agreement is advisable.

Sec. 11. Default and Remedies.

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

Sec. 12. Waiver.

Waiver by either party 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 by Basehor except by written consent of Tonganoxie, and forbearance or indulgence by Tonganoxie in any regard whatsoever shall not constitute a waiver of same to be performed by Basehor to which the same may apply and,

until complete performance by Basehor of the term, covenant or condition, Tonganoxie shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 13. Modification.

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

Sec. 14. 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. 15. 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. 16. Audit.

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

Sec. 17. Assignability or Subcontracting

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

IN WITNESS WHEREOF, Tonganoxie and Basehor have caused this Animal Control Services Agreement to be duly executed as set forth below.

City of Basehor, Kansas

By: _____
Mayor David K. Breuer

Attest:

City Clerk

IN WITNESS WHEREOF, Tonganoxie and Basehor have caused this Animal Control Services Agreement to be duly executed as set forth below.

City of Tonganoxie, Kansas

By: _____
Mayor David Frese

Attest:

Patricia C. Hagg, City Clerk

Date: 6/12/2020

Grant Liabilities

	Projection	Actual	Remaining
1b. Public Facilities Sewer Line Const	282,514.00	186,561.00	95,953.00
1h. Engineering Design	31,421.00	30,600.00	821.00
1i. Construction Inspection	23,565.00	19,167.00	4,398.00
3a. Grant Administration	10,000.00	7,999.37	2,000.63
		-	-
		-	-
		-	-
Subtotal Grant Costs	347,500.00	244,327.37	103,172.63

City Liabilities

	Projection	Actual	Remaining
Publications	500.00	380.00	120.00
Legal Services	2,000.00	2,500.00	(500.00)
			-
			-
Subtotal City Costs	2,500.00	2,880.00	(380.00)

	Budget	Actual	Balance Remaining
Total Project Liabilities	350,000	247,207	102,793