

CITY OF TONGANOXIE

October 5, 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 September 21, 2020
- III. Consent Agenda**
 - a) Review bill payments
- IV. Old Business**
- V. New Business**
 - a) 2020 Mayors Tree Lighting Event Planning Discussion and Proposed Budget Consideration
 - b) Consider Approval of Tonganoxie Business Park Mowing Agreement
 - c) Consider Acceptance of Public Dedications for Final Plat of West Village
 - d) Consider Approval of Business Grant Funding Award Recommendations from Review Committee
 - e) Consider Approval of Adjustment to Fire Equipment Fund 2020 Expenditure Budget
 - f) City Manager Agenda
 1. CARES Act Coronavirus Relief Fund Update
 - g) City Attorney Agenda
 - h) Mayor Pro Tem Agenda
 - i) City Council Agenda
 - j) Mayor Agenda
 1. Proclamation Recognizing October 10, 2020 as “Honoring Our Mission to Serve Veterans” Day in honor of the visit of National President Sandra Onstwedder and all members of the VFW Auxiliary
- VI. Information & Communications (No Action Required)**
- VII. Adjourn**

City Council Meeting Minutes
September 21, 2020
7:00 PM Regular Meeting

I. Pledge of Allegiance

- Mayor Frese opened the meeting at 7:00 p.m. and led the pledge of allegiance.
- Mayor Frese, Mr. Himpel, Mr. Donnelly, Ms. Patterson, Ms. Stevens, and Mr. Dale participated via Zoom. City Manager George Brajkovic, Assistant City Manager Dan Porter, and City Attorney Anna Krstulic also participated via Zoom.

II. Approval of Minutes – Regular meeting dated September 8, 2020

- **Ms. Patterson made a motion to approve minutes from the regular meeting dated September 8, 2020.**
- **Mr. Dale seconded the motion.**
- **Roll call vote of 4 ayes, 1 abstain (Himpel), motion carried.**

III. Consent Agenda

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

IV. Old Business

V. New Business

- a) Presentation of Draft 2019 Financial Statements by BT&Co. – Karen Linn, Managing Director
 - Mr. Porter introduced the item and reviewed the 2019 audit preparation process.
 - Karen Linn, Managing Director with BT&Co., conveyed the results and conclusions included in the report to the City Council and the financial statement. She said that the financial statements were determined to be free of material misstatement under the regulatory basis of accounting and that the audit team enjoyed full cooperation from City staff in the audit process. She explained that when the management representation letter included in the agenda packet is executed by City staff, the date of the opinion on the financial statements will be set.
 - Mr. Brajkovic thanked Karen and the staff from BT&Co. who worked on the audit.
 - Mr. Donnelly asked for more information about the audit adjustments included in the letter to the City Council.
 - Ms. Linn explained that two of the adjustment entries were to roll forward fund balance from the prior year to adjust for prior year audit adjustments. The third adjustment was to correct entry of three payables by moving the payables back to 2019 for work performed in 2019 with payment made later in 2020. A fourth adjustment was to more accurately reflect a certificate of deposit that was recorded in an account that wasn't described as a CD. The fifth adjustment was to remove two negative encumbrances that were on the City's books for several years that likely tied back to prior encumbrances that were not correctly connected with payments.
 - Ms. Krstulic said that no action is required of the City Council.
 - Ms. Stevens thanked the audit team and City staff for their work in preparing the audit report.
- b) Consider Recommendations for Appointments to Fill 3 Positions (2 City, 1 County) on the Planning Commission
 - Mr. Brajkovic introduced the item and described the process used to advertise the opportunity to fill 3 positions on the Planning Commission and vet applicants with the Planning Commission at their last meeting. He said 2 applications were received for the County position and 4 applications were received for the 2 City positions.
 - Ms. Krstulic said that Planning Commissioners are appointed by the Mayor with confirmation by the City Council.

- Mr. Porter said that the Planning Commissioner terms for all 3 positions would expire at the end of May 2023.
- Monica Gee said that the Planning Commission reviewed all the applications and believed that the recommended candidates would be positive additions to the Planning Commission.
- Howie Brewington, Jennifer McCutchen, and Meagan Vestal addressed the City Council about their interest in serving on the Planning Commission.
- **Mayor Frese requested the City Council confirm his appointment of Howard (Howie) Brewington to the County position and Jennifer McCutchen and Meagan Vestal to the 2 City positions on the Tonganoxie Planning Commission for terms that expire May 31, 2023.**
- **Roll call vote of all ayes, the 3 appointments were confirmed.**

c) City Manager Agenda

1. CARES Act Coronavirus Relief Fund Update – Includes Business Grant Program Update

- Mr. Brajkovic delivered a presentation on the progress of the City's CARES Act Spending Plan submitted to Leavenworth County. He said that the City's timeline to receive reimbursement funds totaled 100 days, which is approximately 40% completed. Recent communication from the County Administrator indicated that the State had not yet approved the Leavenworth County Spending Plan and the earliest possible distribution of reimbursement funds to the City is around October 16, 2020. Mr. Brajkovic reviewed the City's spending plan components and associated progress. He said that the City received 20 applications from local businesses for assistance grants and the evaluation committee established by the City Council developed an initial tiered approach to determine funding recommendations. Western Consultants will send preliminary notices of award and request the applicants to provide evidence of expenditures in the amount of the awards.
- Mr. Himpel asked if any local business applications were determined to be ineligible or recommended for denial.
- Mr. Brajkovic replied that the Leavenworth County Historical Society applied for funding but were redirected to communicate with Leavenworth County to discuss funding allocated specifically to historical societies.
- Mr. Brajkovic reviewed the other items included in the City's spending plan.

2. August Financial Report

- Mr. Porter presented the August 2020 Financial Report and noted the positive monthly remittances of sales and compensating use tax to the City in recent months.
- Mr. Donnelly asked how much is anticipated to be received in the City's share of County Sales Tax for the remainder of the fiscal year.
- Mr. Porter said that the City typically received between \$40,000 and \$50,000 from this source of revenue each month, so depending on spending in the remainder of the fiscal year the year end fund balance could increase from current fund balance by up to \$150,000.

d) City Attorney Agenda

e) Mayor Pro Tem Agenda

- Mr. Himpel said that the Leavenworth County Courthouse increased security by adding metal detectors and handheld scanners, and the draft Leavenworth County Comprehensive Plan is available for review on the County website.

f) City Council Agenda

g) Mayor Agenda

VI. Information & Communications (No Action Required)

VII. 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 8:10 p.m.

Respectfully submitted,



Dan Porter, Assistant City Manager

DRAFT



City of Tonganoxie, KS

Check Report

Date Range: 09/17/2020 - 10/01/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0400	LEAVENWORTH COUNTY CLERK	09/25/2020	Regular	0	500000	47959
1102	Infrastructure Solutions, LLC	09/18/2020	Regular	0	47707.77	47947
0056	BLUE CROSS AND BLUE SHIELD	09/29/2020	Regular	0	40977.48	47962
0059	Kansas City Board of Public Utilities	09/18/2020	Regular	0	34732.04	47948
1098	Freedom Defense Arms Manufacturing LLC	09/24/2020	Regular	0	30000	47958
1156	BT & CO	09/18/2020	Regular	0	8000	47940
0051	BG CONSULTANTS INC	09/18/2020	Regular	0	3783	47938
1068	Stinson LLP	09/29/2020	Regular	0	3500	47973
0429	MARC	09/29/2020	Regular	0	3045	47967
0813	FREESTATE ELECTRIC COOPERATIVE	09/18/2020	Regular	0	1633	47942
0831	AXON	09/29/2020	Regular	0	1391.25	47961
0985	ARMSCOR CARTRIDGE INC	09/29/2020	Regular	0	900	47960
0857	MIDCONTINENT COMMUNICATIONS	09/18/2020	Regular	0	894.82	47951
0548	RECORDNEWS	09/18/2020	Regular	0	776.21	47953
0254	HUBER & ASSOCIATES, INC	09/29/2020	Regular	0	765	47964
0656	VERIZON WIRELESS	09/29/2020	Regular	0	648.57	47975
0503	PACE ANALYTICAL SERVICES INC	09/29/2020	Regular	0	634	47971
0205	GALL'S LLC	09/18/2020	Regular	0	624.64	47943
1083	Bay Bridge Administrators, LLC FSA	09/18/2020	Regular	0	616.68	47937
0596	GEOFF SONNTAG	09/18/2020	Regular	0	600	47944
0677	WILLIAM PRAY	09/18/2020	Regular	0	600	47957
0046	BAY BRIDGE ADMINISTRATORS, LLC	09/18/2020	Regular	0	493.88	47935
0399	LEAVENWORTH ASPHALT MATERIALS	09/29/2020	Regular	0	474.88	47965
0651	USA BLUE BOOK	09/29/2020	Regular	0	429.64	47974
1083	Bay Bridge Administrators, LLC FSA	09/18/2020	Regular	0	416.66	47936
0500	OREILLY AUTO PARTS	09/18/2020	Regular	0	399.91	47952
0248	HOLLIDAY SAND & GRAVEL COMPANY	09/18/2020	Regular	0	391.57	47946
0645	UNITED RENTALS, (NORTH AMERICA	09/18/2020	Regular	0	372.21	47956
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	09/29/2020	Regular	0	330	47966
0443	MENARDS	09/29/2020	Regular	0	306.55	47968
0382	LAIRD NOLLER	09/18/2020	Regular	0	230	47949
0542	QUILL	09/29/2020	Regular	0	228.98	47972
0732	METLIFE - GROUP BENEFITS	09/29/2020	Regular	0	225.34	47969
0477	NAVRATS	09/29/2020	Regular	0	193.58	47970
1155	Government Finance Officers Association	09/18/2020	Regular	0	170	47945
0555	RICOH USA, INC.	09/18/2020	Regular	0	149.4	47954
0057	BLUE TARP FINANCIAL, INC.	09/18/2020	Regular	0	89.99	47939
0414	LINK-LITE NETWORKING, INC.	09/18/2020	Regular	0	50	47950
0111	COLEMAN EQUIPMENT INC	09/18/2020	Regular	0	32.75	47941
0182	FEDEX	09/29/2020	Regular	0	30.49	47963

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0628	TODD'S TIRE LLC	09/18/2020	Regular	0	23	47955

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	50	41	0.00	686,868.29
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
	50	41	0.00	686,868.29

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	41	0.00	686,868.29
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
	50	41	0.00	686,868.29

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	9/2020	686868.29
			686868.29



Office of the City Manager
AGENDA STATEMENT

DATE: October 5, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Discussion of 2020 City Funded Event – Mayors Tree Lighting

DISCUSSION:

The City of Tonganoxie 2020 Adopted Budget includes an allocation of funding to support several local community events, including the traditional Tonganoxie Days celebration and Mayors Tree Lighting event. Planning efforts for these events involve critical volunteers from the community, elected officials, and City staff. Finalizing the event date and location for each event and the allocated budget amount available to the planning committee is one of the most important ways for the City Council to participate in the event planning process.

In 2020, the impacts of the COVID-19 pandemic have included the need to cancel many traditional local events including Tonganoxie Days. The planning committee for the Mayor’s Tree Lighting event, comprised of Mayor Frese, Diane Bretthauer, Vicki Starcher, Betty Langston Kirby, and Char Crain, have met several times and discussed options to adjust the parameters of the event to ensure the safety of all event participants.

Last year the Mayor’s Tree Lighting event featured beautiful lights, visits with Santa, entertainment group performances from local schoolchildren, and the Mayor reading “Twas the Night before Christmas” with the class from Tonganoxie Elementary School that had the most donations in a food drive benefitting the Good Shepherd Thrift Store and Food Bank that was held the week prior to the event. Several aspects of the event last year that would be imprudent or difficult in the current pandemic conditions include the large gathering of people in close proximity to observe performances or visit Santa, utilization of a relatively small indoor space at the City Council Chambers building at 321 Delaware Street, and the provision of concessions style refreshments by local church and community groups.

Taking into account pandemic conditions, the event planning committee would like to propose the following adjusted event structure and budget for the 2020 Mayor’s Tree Lighting event.

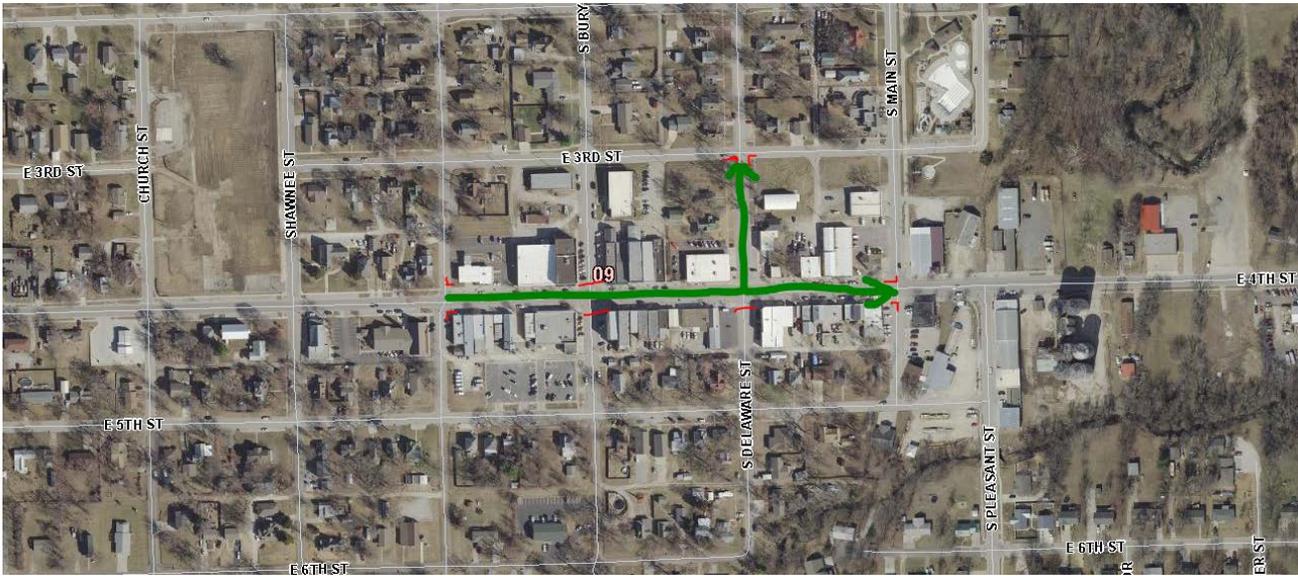
Food Drive to Benefit Good Shepherd Thrift Store

- The food drive is proposed to occur as normal the week leading up to the event in coordination with Tonganoxie Elementary School, Tonganoxie Middle School, and Good Shepherd Food Bank.

November 21 Main Event – Mayors Tree Lighting

- The focus of the proposed event will be providing downtown holiday décor at a greatly enhanced level, along with moving the entirety of the decorations outside in the downtown pocket park at the intersection of 4th Street and Delaware
- Streamed on Facebook Live - the Mayor and an elected representative of the school class with the most donations in the food drive would read the Christmas story and light the downtown lights together
- The prolonged event would primarily include a planned “drive by” format for event attendees to observe the holiday décor along the 4th Street Downtown Area and in the Downtown Pocket Park
 - Santa would be available at the Pocket Park to talk with Children (who would remain in their vehicle) and pose for pictures
 - Possibly include holiday music from the THS Pep Band
- Enhanced outdoor décor would include decorations placed on the decorative street light poles on 4th Street and the invitation for local businesses to also coordinate exterior building decorations
- Newly added in 2020 would be the Mayor’s Contest for the Best Decorated Tree. Donated local cedar trees would be provided to all 40 homes and businesses along Pleasant Street and on the night of the Mayor’s Tree Lighting event the Mayor will pronounce the winner of the “best decorated tree” contest.

Proposed Drive By Route



In order to move forward with event preparations the event planning committee request the City Council's consideration and approval of the preliminary event plan and the event budget allocation. Typically the Mayor's Tree Lighting event budget is set at \$2,500 for all annual expenses, but in light of the cancellation of other community events in 2020 and the increased cost associated with adding outdoor decorations in the Downtown Pocket Park and along 4th Street, the event committee requests that the City Council approve a budget not to exceed \$5,000 for the 2020 event.

The event planning committee and City staff welcome and other questions or comments about the proposed plan for the event or safety considerations.

ACTION NEEDED:

Make a motion to approve or modify the 2020 Mayors Tree Lighting event plan and proposed budget of \$5,000.

ATTACHMENTS:

None.

CC: George Brajkovic, City Manager



To the members of Tonganoxie City Council,

Before you tonight is a request for funding for the annual Mayor's Christmas Tree lighting.

It should be noted from the jump that this event will change, adapt, or be cancelled should the COVID situation become more dire between now and then. We would expect City Council to consider final approval to host the event at its Nov. 16 meeting. The event is scheduled for Nov. 21.

Because we have had no other events this year and our holiday decorations could use some upgrades, I suggested the group ask for \$5,000 rather than its customary \$2,500. Mr. Porter can explain how we plan to make up this budget adjustment.

This extra funding would be spent on long term improvements to our Christmas lights and the annual event itself. The request is not for a big splurge for this year's event; rather it's for holiday events for years to come.

The other reason I recommend increasing the budget is simpler: Joy, or a lack of it. Since COVID-19 struck the world in late 2019, joy has been in short supply. It's my strong belief that we should try to find a way to bring a little extra joy to our community with this event. Especially for the younglings.

There are many logistics yet to be decided -- How do we keep Santa and the kids safe? How do we keep people in their cars as it's envisioned as a drive-by and streamed event? How will we ultimately decide how traffic will flow? We will figure it out in the next few weeks, always with an eye on the latest COVID data. We plan to update Council on progress weekly.

On behalf of the wonderful and hard-working people on the committee, I thank you for your consideration.

Mayor David Frese



Office of the City Manager
AGENDA STATEMENT

DATE: October 5, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider approval of Industrial Park Mowing Agreement

DISCUSSION:

The City of Tonganoxie 2020 adopted budget includes funding allocated in the General Fund for the procurement of contractual assistance in the mowing of the City owned lots in the Tonganoxie Business Park, which currently includes approximately 100 acres to seasonally mow in order to preserve the aesthetic appeal of the property to potential buyers and to avoid encroachment by unwanted trees and shrubbery on the 5 available lots.

Staff requested quotes from 5 local businesses to complete the scope of work and the listing of the costs included in the 3 complete responsive quotes is copied below for reference. After review, staff recommend approval of the lowest quote for the scope of work with an amount not to exceed \$3,000.

2020 Business Park Mowing Bids	
Contractor	Bid Amount
Thomas Turf & Landscape LLC	\$3,000.00
Superior Lawn Care & Snow Removal	\$3,600.00
Denholm Home & Lawn LLC	\$7,500.00
Oak Creek Nursery & Landscape	N/A
Tyler Petitt	N/A

BUDGET IMPACT:

The required level of funding is budgeted in the City's General Fund in 2020.

ACTION NEEDED:

Make a motion to authorize approval and execution of the draft 2020 Business Park mowing services agreement with Thomas Turf and Landscape, LLC for amount not to exceed \$3,000.

ATTACHMENTS:

Agreement – 2020 Business Park Mowing Services

cc: George Brajkovic, City Manager
Kent Heskett, Public Works Director

**CONSTRUCTION & TECHNICAL SERVICES AGREEMENT
2020 Mowing of the Tonganoxie Business Park**

THIS AGREEMENT is dated this 5^h day of October, 2020, between the City of Tonganoxie, a constitutionally chartered municipal corporation in the State of Kansas (the "City"), and Thomas Turf and Landscape, LLC, a Kansas for Limited Liability Corporation ("Contractor"), whereby Contractor shall provide services to the City in accordance with the terms and conditions contained in this Agreement.

**PART I
SPECIAL TERMS AND CONDITIONS**

Sec. 1 Compensation.

- A. The amount the City will pay Contractor under this Agreement will not exceed \$3,000.00. Contractor will be paid by corporate check.
- B. Contractor will bill the City by itemized invoice, in a form acceptable to the City, upon completion of work as certified by the Public Works Director.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by the City as a result of breach or default by Contractor, the City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due the City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, completely itemized, and is approved as payable under the terms of this Agreement.
- E. The City is not liable for any obligation incurred by this Agreement except as approved under the provisions of this Agreement.

Sec. 2 Responsibilities of Contractor.

Contractor shall perform the following Scope of Services:

- A. Provide specialized and technical work as further described in **Attachment A** attached hereto, and completed by October 31, 2020.
- B. Use reasonable construction practices of modern industry standards as to ensure reasonable quality, functionality, and durability of final product.
- C. Comply with direction and coordination of the Public Works Director.
- D. Ensure that Contractor is sufficiently certified, equipped, and staffed to fully satisfy Contractor's responsibilities under the terms of this Agreement.

Sec. 3 Notices.

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

To City:

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

To Contractor:

Dalton Thomas
Thomas Turf & Landscape, LLC
916 4H Road
Lansing, KS 66043
Phone: (913) 624-3979

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

Sec. 4

Merger.

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

Sec. 5

Conflict between Contract Parts.

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

Sec. 6

Term of Agreement.

This Agreement shall begin on October 5, 2020, and shall end on November 1, 2020. The term of this Agreement may be extended an additional 2 months upon the prior written approval by the City.

Sec. 7

Responsibilities of City.

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

Sec. 8

Subcontracting.

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

Sec. 9

Incorporation of Federal/State Laws and Regulation.

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

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

Sec. 10 Attorney Services Certification.

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

**PART II
STANDARD TERMS AND CONDITIONS**

Sec. 1. Indemnification.

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

Sec. 2. Independent Contractor.

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

Sec. 3. Insurance.

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

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

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

Sec. 4. Governing Law.

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

Sec. 5. Compliance with Laws.

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

Sec. 6. Default and Remedies.

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

Sec. 7. Waiver.

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

Sec. 8. Modification.

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

Sec. 9. Headings; Construction of Contract.

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

Sec. 10. Severability of Provisions.

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

Sec. 11. Audit.

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

Sec. 12. Tax Compliance.

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

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

Sec. 13. Assignability or Subcontracting.

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

Sec. 14. Conflicts of Interest.

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

Sec. 15. Nondiscrimination.

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

Sec. 16. Cash Basis and Budget Laws.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

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

Contractor

I hereby certify that I have authority to execute this document on behalf of Thomas Turf and Landscape, LLC, a Kansas for Limited Liability Corporation.

By: _____

Printed: _____

Title: _____

Approved as to form:

Anna M. Krstulic
City Attorney

City of Tonganoxie, Kansas

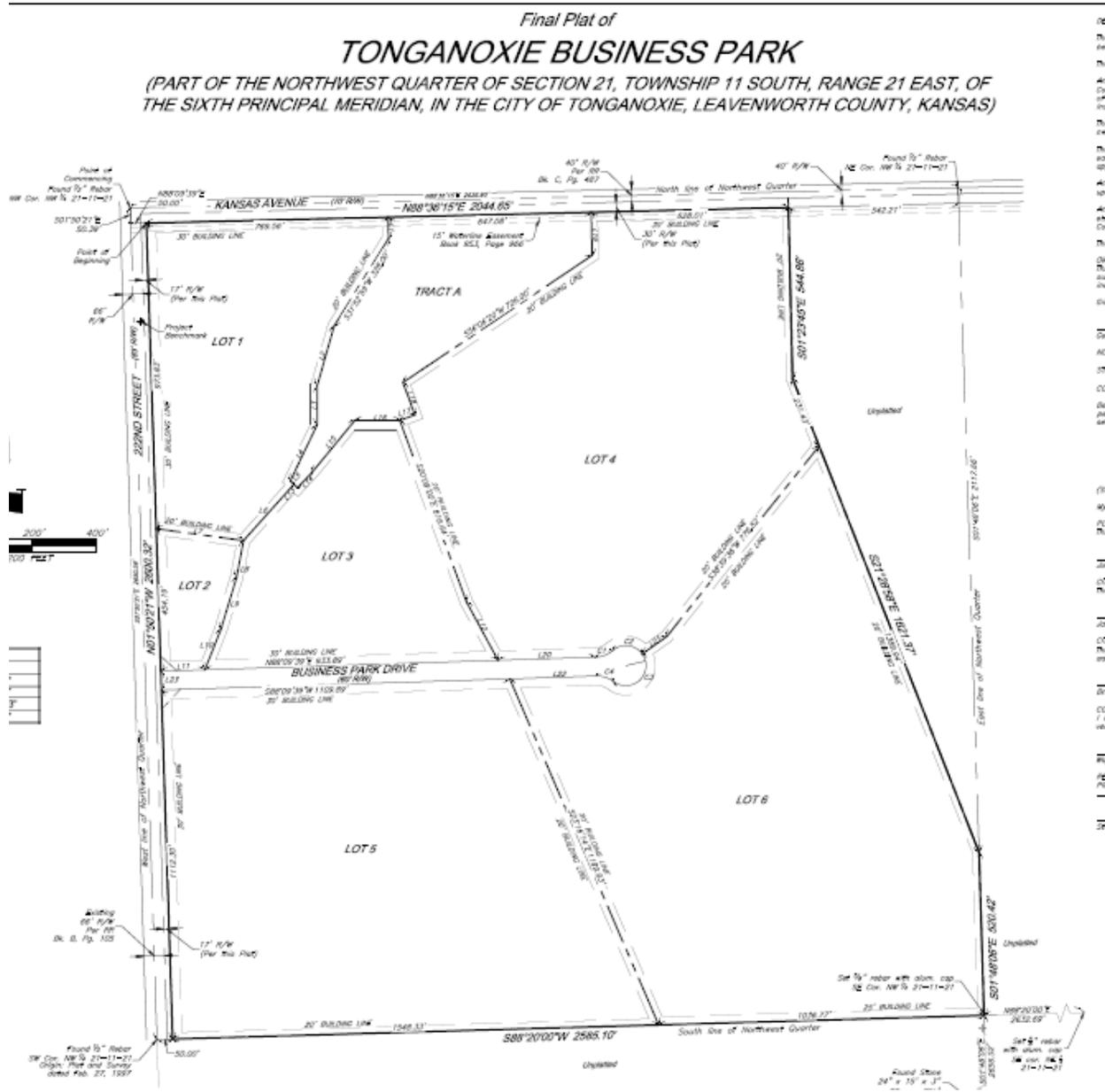
a constitutionally chartered municipal corporation

By: _____
George Brajkovic, City Manager

Attachment A

Scope of Work

Sec. 1 Contractor will mow Lots 1, 2, 3, 4 and 6, as depicted in the Plat below, excluding any wetlands.





Office of the City Manager
AGENDA STATEMENT

DATE: October 5, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Melanie Bilby, Planning Clerk
SUBJECT: Approval of Final Plat for West Village

DISCUSSION:

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

The Planning Commission reviewed the final plat for West Village on October 1, 2020 and voted 7-0 to approve the final plat with the conditions outlined in the City Engineer's staff report dated September 3, 2020 and the City Planner's staff report dated September 1, 2020, which are as follows:

Engineering

1. Utility easements should be provided to allow for future extension of the Sanitary Sewer and Waterline to the South and East of the property lines.
 - a. We recommend that a 10' wide utility easement be added along the south property line from the Southwest corner of the development to the Sanitary Sewer Manhole to the East at the end of the private drive.

Planning

1. The City Engineer approves of the submitted stormwater study, supporting the revised preliminary plat / final plat.
2. All previous conditions in the City Engineer report dated September 3, 2020 and related to the approved preliminary plat be addressed and approved by the City Engineer.
3. Prior to the issuance of building permits, the applicant shall submit the following:
 - a. Completed plans for streets, storm sewers and sanitary sewers, meeting City specifications and approved by the City Engineer.
 - b. A performance bond or irrevocable letter of credit for any required improvements proposed not to be completed prior to building permits, approved by the City Attorney.
 - c. A revised landscape plan, in accordance with the conditions of the approved site plan and coordinated with the revised preliminary / final plat, approved by the City Planner.
 - d. Final building elevations and proposed materials for the attached dwellings shall be submitted and approved by the Planning Commission, as required by the approved site plan.
 - e. A revised site plan to be approved by staff showing all other elements of the project, including parking, landscape, open space and building locations are generally consistent with the approved site plan, corresponding to the revised preliminary/final plat, and meet all R-MF-2 zoning district standards.
4. Any dedications of land for public purposes shall be submitted to and accepted by the City Council prior to recording by the County.

5. Any other revisions of the final plat are only to present the plat in a format acceptable to record by the Register of Deeds of Leavenworth County.

BUDGET IMPACT:

None.

ACTION NEEDED:

Make a motion to approve the final plat for West Village with conditions recommended by staff and accepting the dedication of land for public purposes.

ATTACHMENTS:

Final Plat

Engineering and Planning Staff Reports

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



City of Tonganoxie, Kansas

PLANNING STAFF REPORT

Case#: 2020-003P –Revised Preliminary Plat / Final Plat – West Village

Date of Report: September 1, 2020

Application: Revised Preliminary Plat / Final Plat

Date of Application: 8/27/2020

Date of Public Hearing: 9/3/2020

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

Applicant Name: Cvetkovic, Tomica & Ljubinka

Property Owner Name: Cvetkovic, Tomica & Ljubinka

Subject Property Address: 00000 West Street, Tonganoxie, KS (5.2 acres west of West Street and South of 8th Street)

Property Size: 5.2 Acres

Zoning: R-MF-2 Multi-family 2 District

Legal Description: S08, T11, R21E, ACRES 5.16, S337.2' OF N660' OF E710'(S) OF SE1/4SE1/4 LESS ROW Deed Book/Page 0751/1876

Surrounding Property – Zoning and Use:

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

South: R-R – Church

East: R-SF–Single-family homes

North: R-PUD– Senior Apartments / Assisted Living

Staff Recommendation:

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

I. SUMMARY

The Planning Commission considered a rezoning request and site plan related to this project on January 2, 2020. The Commission recommended to the City Council the rezoning from R-R Rural district to R-MF2 – Multiple Family 2 District, but did not take action on the site plan. The City Council approved the rezoning on January 21, 2020 (Ord. 1481). The Planning Commission approved a preliminary plat and site plan on May 7, 2020.

The preliminary plat was approved subject to conditions regarding the termination of Cox Street, finalization of easements, and submittal of a stormwater report to be reviewed by the City Engineer.

The Site Plan was approved subject to a revised landscape and screening plan be submitted and approved by staff, and a final plat be approved and recorded prior to building permits. The Planning Commission reserved judgment on two conditions related to the elevations of the attached dwelling units, and the applicant will need to supply these elevations for the Planning Commission review prior to building permits.

This application provides a revised preliminary plat with some reconfiguration of the internal road network and building layouts for the attached buildings, and it submits a final plat based on those revisions for approval by the Planning Commission. Final Plats are approved by the Planning Commission, and any dedication of land for public purposes, requires City Council Acceptance.

II. ANALYSIS

Final plats are to be approved by the Planning Commission if they conform to the subdivision regulations, and if they are in substantial conformance with the preliminary plat. [Section 3.3. , Tonganoxie Subdivision Regulations.] The submitted final plat meets these criteria, however the applicant has submitted a revised preliminary plat to identify the following changes to be coordinated with the site plan and submitted stormwater study:

1. The private extension of Cox Street is reconfigured to be straight and to more directly stub into the property to the south. This is a change from the previously approved preliminary plat, but is consistent with the Planning Commissions requests and recommendations from the January 2, 2020 rezoning. (preserving options if changes in the area occur and Cox Street needed to connect due to future changes.)
2. The attached buildings along the Cox Street extensions have been reconfigured to more directly align with the street, and includes 14 buildings fronting the street on each side (overall the plan includes 1 additional attached unit building and 2 additional units). This is a change from the previously approved preliminary plat, but is consistent with the Planning Commissions requests and recommendations from the January 2, 2020 rezoning (creating a more defined neighborhood streetscape with the attached units), and is consistent with the R-MF-2 zoning standards. Staff will confirm that all provisions of the R-MF-2 zoning district and the approved site plan are met in this area prior to building permits.
3. The stub street to the east has been reconfigured and combined with the cul-de-sac leading to the multi-family building. In relation to this, fewer attached units are located on the stub to the east the cul-de-sac turn-around has been converted to a stub. This is a change from the previously approved preliminary plat, but is consistent with the Planning Commissions requests and recommendations from the January 2, 2020 rezoning (limiting large paved areas and stormwater run off with more efficient stubs and turn-around, provided the Fire Department approves)

4. The apartment building has been slightly reconfigured due to the above-mentioned reconfiguration of the streets and cul-de-sac extension. This is substantially similar to the approved site plan, and is consistent with the R-MF-2 zoning standards. Staff will confirm that all provisions of the R-MF-2 zoning district and the approved site plan are met in this area prior to building permits.

The application is in substantial conformance with the approved preliminary plat, and the proposed changes in the revised preliminary plat are consistent with the rezoning conditions of the January 2, 2020 rezoning and the R-MF-2 zoning district standards, and the approved site plan. The final plat is consistent with these changes and all previous approvals, and meets the City requirements in the subdivision standards.

III. EFFECT OF DECISION

Approval of the final plat authorizes the applicant to proceed with final design and construction or required improvements, and upon acceptance of any lands for public dedication by the City Council, to record the plat with the Leavenworth County register of deeds.

IV. STAFF RECOMMENDATION

Planning staff recommends approval of the revised preliminary plat and final plat subject to the following conditions or subsequent steps:

1. The City Engineer approves of the submitted stormwater study, supporting the revised preliminary plat / final plat.
2. All previous conditions in the City Engineer report dated April 20, 2020 and related to the approved preliminary plat be addressed and approved by the City Engineer.
3. Prior to the issuance of building permits, the applicant shall submit the following:
 - a. Completed plans for streets, storm sewers and sanitary sewers, meeting City specifications and approved by the City Engineer.
 - b. A performance bond or irrevocable letter of credit for any required improvements proposed not to be completed prior to building permits, approved by the City Attorney.
 - c. A revised landscape plan, in accordance with the conditions of the approved site plan and coordinated with the revised preliminary / final plat, approved by the City Planner.
 - d. Final building elevations and proposed materials for the attached dwellings shall be submitted and approved by the Planning Commission, as required by the approved site plan.
 - e. A revised site plan to be approved by staff showing all other elements of the project, including parking, landscape, open space and building locations are generally consistent with the approved site plan, corresponding to the revised preliminary/final plat, and meet all R-MF-2 zoning district standards.
4. Any dedications of land for public purposes shall be submitted to and accepted by the City Council prior to recording by the County.
5. Any other revisions of the final plat are only to present the plat in a format acceptable to record by the Register of Deeds of Leavenworth County.



Chris Brewster
Contract City Planner



Current City Zoning (property in red box rezoned to R-MF-2)



Property

MEMO

To: George Brajkovic, City Manager
City of Tonganoxie

Cc: Dan Porter, Asst. City Manager
Kent Heskett, City Superintendent
John Zimbleman, Fire Chief
Chris Brewster, City Planner

From: Brian Kingsley, City Engineer

Date: September 3, 2020

Re: West Village Development
Preliminary Plat, Stormwater Study, Construction Plan and Final Plat
Review
20-1001L

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

Storm Water Management Plan:

- 1) The Storm Water Drainage Report includes a request for an exception to constructing detention for this development, as allowed in the Tonganoxie Storm Water Detention requirements. Due to the location of this development within a large watershed, providing detention would result in an increased peak discharge downstream of the development. We concur that delaying the peak discharge from this site with detention would cause the peak of the overall watershed discharge to increase downstream.

Recommendation: The City should consider approval without condition of the Storm Water Drainage Study dated August 13, 2020.

Preliminary Plat:

- 1) Utility easements should be provided to allow for future extension of the Sanitary Sewer and Waterline to the South and East property lines.
 - a. We recommend that a 10' wide utility easement be added along the South property line from the Southwest corner of the development to the Sanitary

Sewer Manhole to the East at the end of the private drive.

Recommendation: The City should consider approval of the Preliminary Plat dated 8-11-2020 contingent upon the above issue being addressed.

Construction Plans:

- 1) Construction plans dated 8-21-2020 were submitted and reviewed by staff. Construction plans include Waterline, Sanitary Sewer, Street and Storm Water Improvements for the development.
- 2) KDHE permits have been submitted for Sanitary Sewer and Waterline extensions.

Recommendation: The City should consider approval of the construction plans contingent upon KDHE approvals being obtained by the developer.

Final Plat:

- 1) Utility easements should be provided to allow for future extension of the Sanitary Sewer and Waterline to the South and East property lines.
 - a. We recommend that a 10' wide utility easement be added along the South property line from the Southwest corner of the development to the Sanitary Sewer Manhole to the East at the end of the private drive.

Recommendation: The City should consider approval of the Final Plat dated 8-11-2020 contingent upon the above issue being addressed.

--END

For questions or comments, please contact:

Brian Kingsley, PE

President

T: 785.727.7261

E: brian.kingsley@bgcons.com

FINAL PLAT

WEST VILLAGE

PT. SE 1/4, SEC. 8-11S-21E,
CITY OF TONGANOXIE
LEAVENWORTH COUNTY, KANSAS

- REFERENCE TIES**
- SE 70.61' to chiseled "+" in NW corner of signal pole base.
 - SW 76.64' to chiseled "+" NE corner of signal pole base.
 - NW 65.52' to chiseled "+" in SE corner of signal pole base.

NORTHEAST CORNER, SOUTHEAST QUARTER, SECTION 8-11-21
FOUND 1/2" BAR IN MONUMENT BOX (ORIGIN UNKNOWN)

DESCRIPTION

All that part of the Southeast Quarter of Section 8, Township 11 South, Range 21 East, in the City of Tonganoxie, Leavenworth County, Kansas, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 8; thence South 88 degrees 11 minutes 59 seconds West, a distance of 50.00 feet; thence North 0 degrees 50 minutes 55 seconds West, parallel with and 50.00 feet West of the East line of the Southeast Quarter of said Section 8, a distance of 659.83 feet to the point of beginning; thence South 89 degrees 01 minutes 36 seconds West, a distance of 658.44 feet; thence North 0 degrees 36 minutes 19 seconds West, a distance of 339.30 feet to the Southwest corner of Vintage Park, a subdivision of land in the City of Tonganoxie, Leavenworth County, Kansas; thence North 89 degrees 13 minutes 57 seconds East, along the South line of said Vintage Park, a distance of 657.00 feet; thence South 0 degrees 50 minutes 55 seconds East, parallel with and 50.00 feet West of the East line of the Southeast Quarter of said Section 8, a distance of 336.93 feet to the point of beginning, containing 5.11 acres, more or less.

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

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate to public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, avenues, lanes, and alleys.

An easement or license is hereby granted to enter upon, locate, construction and maintenance upon, over, and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" for public utilities, "Drainage Easement" or "D/E" for storm water structures and conveyance, "Sanitary Sewer Easement" or "SS/E" for sanitary sewers, and "Waterline Easement" or "W/E" for public water mains and appurtenances, is hereby granted to the City of Tonganoxie, Leavenworth County, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

The Owner hereby grants unto themselves, their successors, assigns, tenants, guests, and invitees, an easement for vehicular ingress and egress on over and across a strip of land shown hereon as "Access Easement" or "A/E". No obstacle or obstructions that would prohibit free vehicular access shall be allowed within "Access Easement".

EXECUTION

IN TESTIMONY WHEREOF, W.C. Development, L.L.C., a Kansas Limited Liability Company, has caused this instrument of writing to be executed this ____ day of _____ 2020.

W.C. Development, L.L.C.

By: _____
Randall C. Willbanks, Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS:
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Randall C. Willbanks, managing member of W.C. Development, L.L.C., a Kansas limited liability company, who is personally known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same for himself and for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Notary Public

APPROVALS

APPROVED BY, the City of Tonganoxie Planning Commission, Leavenworth County, Kansas, this ____ day of _____ 2020.

By: _____
John Morgan, Planning Commission Chair

By: _____
Zach Stoltenberg, Secretary

STATE OF KANSAS)
) SS:
COUNTY OF LEAVENWORTH)

Be it remembered that on the ____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the above City officials known personally to be the same persons who executed the foregoing instrument and acknowledged the same to be their voluntary act and deed.

RIGHTS-OF-WAY and easements accepted by the City of Tonganoxie, Leavenworth County, Kansas, this ____ day of _____ 2020.

By: _____
David Frese, Mayor

Attest: _____
Daniel Porter, Acting City Clerk

I HEREBY certify this plat meets the requirements of K.S.A. 58-5005. The face of this plat was reviewed based on Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

By: _____
Wayne Malnicof, County Surveyor

Date: _____

FILING RECORD

This is to certify that this instrument was filed for record in the office of the Leavenworth County Register of Deeds Office on the ____ day of _____ 2020, and is duly recorded at _____ as Document No. _____.

By: _____
Stacy R. Driscoll, Register of Deeds

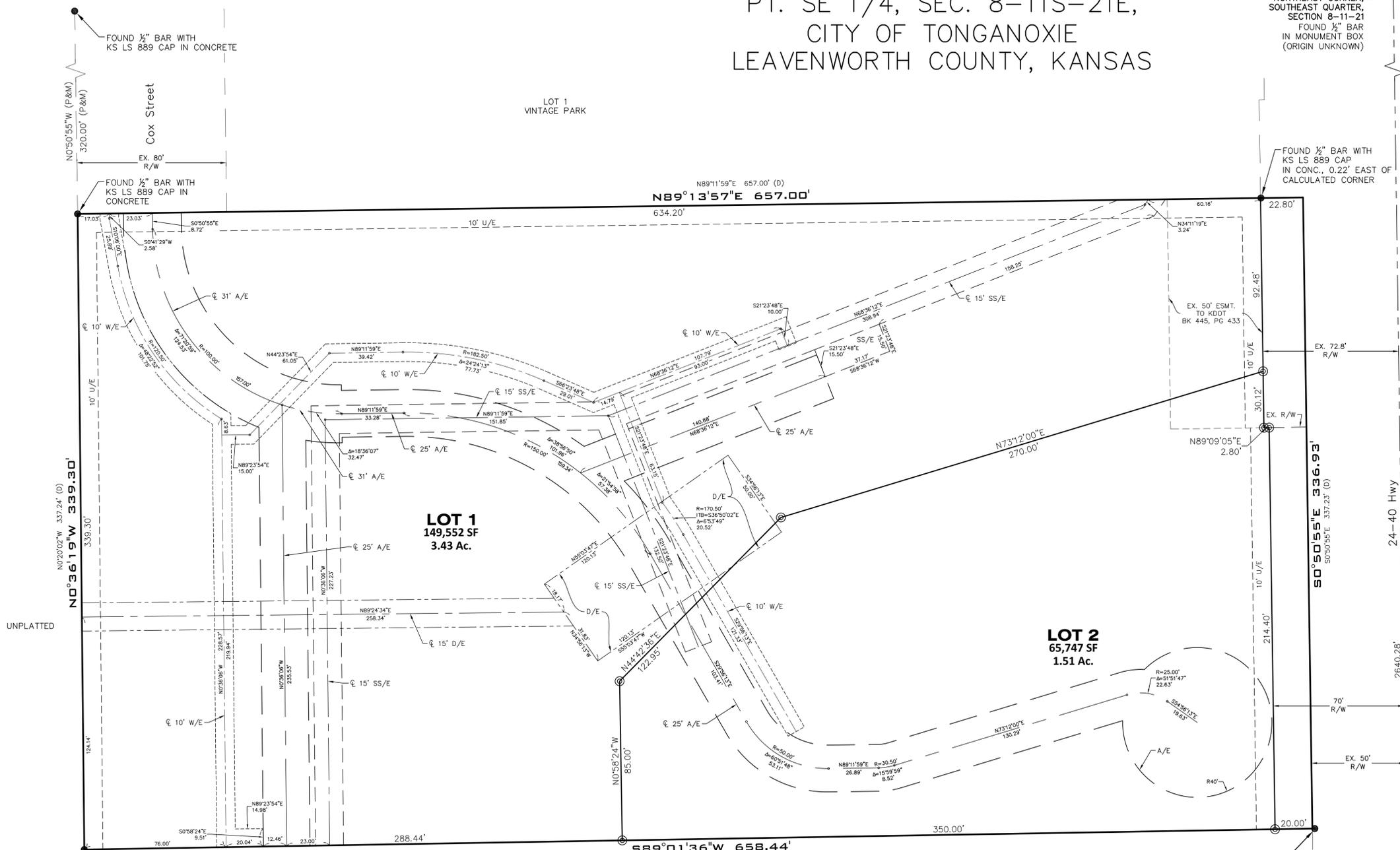
WEST VILLAGE

CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS



122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

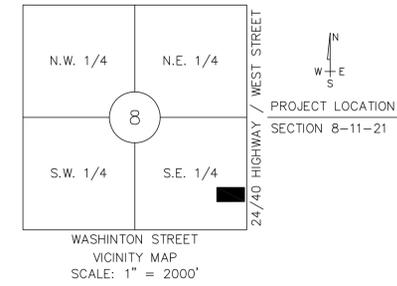
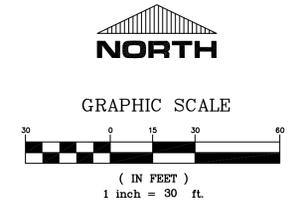
14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904



ERROR OF CLOSURE

Perimeter: 1991.67' Area: 222381.60 Sq. Ft.
Error Closure: 0.0040 Course: N27°11'46"E
Error North: 0.00358 East: 0.00184

Precision 1: 497917.50



- LEGEND**
- ▲ MONUMENT FOUND AS DESCRIBED
 - BAR FOUND AS DESCRIBED
 - ⊙ SET 1/2" x 24" REBAR WITH PLASTIC KS CLS 93 CAP
 - (M) MEASURED BEARING OR DISTANCE
 - (D) DEED BEARING OR DISTANCE
 - U/E UTILITY EASEMENT
 - D/E DRAINAGE EASEMENT
 - SS/E SANITARY SEWER EASEMENT
 - W/E WATER EASEMENT
 - A/E ACCESS EASEMENT
 - R/W RIGHT-OF-WAY

THIS IS TO CERTIFY THAT ON THE 16TH DAY OF MARCH 2020, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-11.



- NOTES:**
- Basis of bearings: Final Plat of Vintage Park, recorded in Document No. 2008P00011.
 - No direct access will be allowed onto US 24/40 Highway.
 - Subject property lies outside of the 100-year floodplain per FEMA FIRM Map Numbers 20103C0301G and 20103C0302G, revised July 16, 2015.
 - Title Commitment provided by Alpha Title Guaranty, Inc., Commitment No. 0120120726, dated February 3, 2020 at 8:00 AM. No plottable easements, rights-of-way, or other survey related items were listed in the Title Commitment.

POINT OF BEGINNING,
FOUND 1/2" BAR WITH
KS LS 356 CAP 1.30'E
OF CALCULATED CORNER
FOUND 1/2" BAR
0.27'S & 1.27'E OF
CALCULATED CORNER

POINT OF COMMENCING,
SOUTHEAST CORNER,
SOUTHEAST QUARTER,
SECTION 8-11-21
FOUND 1/2" BAR WITH
2" ALUMINUM CAP
IN MONUMENT BOX

- REFERENCE TIES**
- E-SE 80.84' to center of manhole.
 - E-NE 149.10' to top nut of fire hydrant.
 - W-SW 71.81' to center of manhole.



Office of the City Manager
AGENDA STATEMENT

DATE: October 5, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consider approval of Small Business Grant allocations through the CARES Act Spending Plan

DISCUSSION:

Ordinance 1487, passed by the City Council on July 20, 2020, established the City's CARES Act Spending Plan, which included a \$387,310 allocation for small business grants. Subsequently, the Leavenworth County Board of County Commissioners approved the Spending Plan on August 12, 2020.

From September 1-9, 2020, applications were submitted for consideration in the small business grant program, with a total of 20 applications received. On September 17, 2020, the Allocation Review Committee, comprised of City Council members Lisa Patterson and Jake Dale, along with Tonganoxie Business Association President Monica Gee, met, reviewed and made recommendations on award amounts. The Committee developed a tiered ranking system, with the highest tier recommended to receive their full funding request, and the two lower tiers receiving a pro-rated share of their request; the pro-rated share is based on a variety of evaluation criteria, broadly described as most in need, impact, and sustainability.

Subsequently, from September 18-21, 2020, the applicants were notified of their preliminary award amount, and were instructed to compile their cost verification documents to prove they have enough eligible expenses to match their award amount. Brett Waggoner, Governmental Assistance Services, reviewed the submittals to ensure they were in compliance with the Federal and State guidelines for eligibility.

Tonight, we submit final award recommendations with fully documented eligible costs which verify full use of the grant allocation award.

BUDGET IMPACT:

The required level of funding is accounted for in the City's CARES Act Spending Plan, and will be submitted to the County for release of funds.

ACTION NEEDED:

Make a motion to authorize approval of the recommended award amounts.

ATTACHMENTS:

Small Business Grant Allocation matrix

cc: Dan Porter, Assistant City Manager
Brett Waggoner, Governmental Assistance Services

Business Name	Total Request	Tier Request
Freedom Defense Arms Mfg	\$ 30,000.00	\$ 30,000.00
The Downtown Drugstore	\$ 28,624.00	\$ 28,624.00
Dancing Butterflies	\$ 8,000.00	\$ 1,686.00
Freestate Fitness of Tonganoxie, LLC	\$ 30,000.00	\$ 17,500.00
Brunswick Ballroom	\$ 30,000.00	\$ 17,500.00
Flashbacks	\$ 27,000.00	\$ 27,000.00
T-Town Nutrition	\$ 20,000.00	\$ 12,500.00
1866 Bar & Grill	\$ 30,000.00	\$ 30,000.00
Grandpas Burger Box	\$ 15,000.00	\$ 15,000.00
First Response Wellness, LLC	\$ 30,000.00	\$ 25,000.00
Jeannies Formal and Fashion Wear	\$ 15,000.00	\$ 15,000.00
Machine Parts Service	\$ 30,000.00	\$ 12,500.00
Mid Star Lab	\$ 30,000.00	\$ 27,500.00
Pleasant Valley Vet Clinic	\$ 30,000.00	\$ 27,500.00
Ryans Pub House	\$ 30,000.00	\$ 30,000.00
Studio 800 - Karen Cobb	\$ 25,600.33	\$ 10,000.00
Studio 800 - Christine Courtney	\$ 21,000.00	\$ 10,000.00
Tonganoxie Family Dentistry	\$ 30,000.00	\$ 30,000.00
Tonganoxie Historical Society	\$ 7,200.00	\$ -
Kelly Law	\$ 30,000.00	\$ 20,000.00
Total Requested	\$ 497,424.33	\$ 387,310.00
Amount Available	\$ 387,310.00	\$ 387,310.00
Remaining if All Approved	\$ (110,114.33)	\$ -



Office of the City Manager
AGENDA STATEMENT

DATE: October 5, 2020
To: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Budget Amendment to Fire Equipment Fund

DISCUSSION:

The Fire Equipment Fund expenditure budget for 2020 which was established in August 2019 by the City Council included planned expenditures for dedicated spending for lease purchase obligations for the Fire Pumper apparatus, typical levels of expenditures for personal protective equipment (PPE) purchases for Fire Department staff, and grant matching funds which might be necessary if certain grants were awarded throughout the year with matching requirements.

With the onset of the COVID pandemic conditions in early 2020 spending needs for the Fire Department shifted significantly. In addition to significant purchases of medical supplies to service first responders and staff across the City organization, the Fire Department was needed to purchase significantly more and in some cases different PPE and equipment to protect first responders from the threat of COVID infection. Fortunately the City’s spending plan approved by Leavenworth County incorporated up to \$100,000 in reimbursements for necessary PPE and equipment. To date, the City has expended or planned to expend \$36,942 in PPE and equipment that was not budgeted or planned but will be fully reimbursed by CARES Act funding under the City’s spending plan.

With the assumption that more equipment needs are anticipated in addition to the \$36,942 in current expenditures for COVID related PPE and equipment staff recommend that the City Council approve an amendment to the to the Fire Equipment Fund budget in the amount of \$40,000. **As demonstrated below, the impact on fund balance is expected to be negligible due to the complete reimbursement anticipated for each COVID related unplanned expenditure.** Staff request that the City Council consider approval of the expenditure budget amendment according to the motion included in the Recommendation Section.

Fire Equipment Fund Financial Information

2020 Beginning Fund Balance	\$156,104
Current 2020 Expenditures Budget	\$106,693
Current 2020 Expenditures	\$ 90,401
Proposed Amended 2020 Expenditures Budget	\$146,693
Projected 2020 Year-End Revenues	\$121,942
Projected 2020 Year-End Expenditures	\$122,909
Projected 2020 Year-End Fund Balance	\$155,137

RECOMMENDATION

Make a motion to amend the 2020 Fire Equipment Fund expenditure budget to an amount not to exceed \$146,693.

ATTACHMENTS

None.

PROCLAMATION

WHEREAS, the Veterans of Foreign Wars Auxiliary is conducting its 106th year of volunteer service to America,

WHEREAS, year after year the organization continues to honor those who have made the ultimate sacrifice in the name of freedom by maintaining memorials to their service and sharing their history with our nation's youth so that what our nation's veterans have done for America will not be forgotten,

WHEREAS, Veterans of Foreign Wars Auxiliary supports the troops currently deployed overseas,

WHEREAS, the 470,000 members represent the families of those who have served or are currently on foreign soil protecting our freedom,

WHEREAS, members volunteer nearly one million hours in Veterans Affairs Medical Centers and other hospitals throughout this country,

WHEREAS, the organization provides awards and scholarships to students based on their expressions of patriotism through art, speech, and volunteerism,

WHEREAS, the 2020-2021 National President, Sandra Onstwedder is rallying VFW Auxiliary members behind her theme, "***Honoring Our Mission To Serve Veterans***".

AND WHEREAS, _____ will be a time to celebrate her visit to _____ I do hereby declare _____ as

"Honoring Our Mission To Serve Veterans" Day in honor of National President Sandra Onstwedder and all members of the VFW Auxiliary for their outstanding volunteer service to veterans and their families, the _____ of _____, and our great country.

Signed _____

Date _____