

CITY OF TONGANOXIE



November 7, 2022  
7:00 Regular Meeting

City Council Chambers, 303 Bury Street, Tonganoxie, KS 66086

There may be an audio recording of the meeting which will be utilized to prepare the meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Honorable David Frese, Mayor

Council Members

Jacob Dale

Loralee Stevens

Chris Donnelly

Jennifer McCutchen

Matt Partridge

**Open Regular Meeting – 7:00 p.m.**

**I. Pledge of Allegiance**

**II. Approval of Minutes** – Regular meeting dated October 17, 2022

**III. Consent Agenda**

- a) Review bill payments

**IV. Old Business**

**V. New Business**

- a) Recognition of Promotions in the Tonganoxie Fire Department
- b) Consider Amendment of Payment Amount for the 2022 Curb Replacement Street Maintenance Project
- c) Consider Approval of Utility Easements located at 1520 State Ave.
- d) City Manager Agenda
- e) City Attorney Agenda
- f) Mayor Pro Tem Agenda
- g) City Council Agenda
- h) Mayor Agenda

**VI. Adjourn**

Council Meeting Minutes  
October 17, 2022  
7:00 PM Meeting

**I. Pledge of Allegiance**

- Mayor Frese opened the meeting at 7:00 p.m.
- Mayor Frese led the pledge of allegiance.
- Mayor Frese, Mr. Dale, Mr. Donnelly, and Mr. Partridge, Ms. McCutchen and Ms. Steven were present.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, and Municipal Court Clerk Lindsay Huntington were also present. City Attorney Anna Krstulic was present via phone.

**II. Approval of Minutes – Regular meeting dated October 3, 2022**

- **Mr. Donnelly made a motion to approve draft minutes from the regular meeting dated October 3, 2022.**
- **Ms. McCutchen seconded the motion.**
- **Vote of all ayes, motion carried.**

**III. Consent Agenda**

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

**IV. Old Business**

**V. New Business**

- a) Consider Acceptance of Public Dedications in Final Plat for Timber Lakes.
  - Mr. Brajkovic stated the project proposes the construction of 29 new single-family homes. This item has gone through the Planning Commission and the final plat was approved in October of this year.
  - Mr. Brajkovic stated the Public Works director has started has met with the City Engineers to discuss where exactly the water project will take place on Smiley Road. This project will be handled in house and is expected to take place in early 2023 prior to the start of construction.
  - Mr. Brajkovic confirmed the lift station has been sized to handle the additional 29 homes that are in the final plat.
    - **Ms. Stevens made a motion to accept the public dedications in the final plat for Timber Lakes as presented.**
    - **Mr. Donnelly seconded the motion.**
    - **Vote of all ayes, motion carried.**
- b) City Manager Agenda
  - 1. September Financial Report
    - Mr. Porter shared the September 2022 financial and the required quarterly treasurer's report that will be published in the newspaper according to State Statute requirements.
- c) City Attorney Agenda
- d) Mayor Pro Tem Agenda
- e) City Council Agenda
- f) Mayor Agenda

**VI. Adjourn**

- **Mr. Dale made a motion to adjourn the meeting.**

- **Mr. Partridge seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 7:21 p.m.**

Respectfully submitted,

*Lindsay Huntington*

Lindsay Huntington, Municipal Court Clerk

DRAFT



City of Tonganoxie, KS

# My Check Report

By Check Number

Date Range: 10/15/2022 - 11/04/2022

| Vendor Number                     | Vendor Name                             | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|-----------------------------------------|--------------|--------------|-----------------|----------------|--------|
| <b>Bank Code: AP Bank-AP Bank</b> |                                         |              |              |                 |                |        |
| 0001                              | 911 CUSTOM                              | 10/25/2022   | Regular      | 0               | 745.25         | 50633  |
| 1329                              | ALLIANCE PUMP & MECHANICAL SERVICE, INC | 10/25/2022   | Regular      | 0               | 581.5          | 50634  |
| 0831                              | AXON                                    | 10/25/2022   | Regular      | 0               | 345            | 50635  |
| 1083                              | Bay Bridge Administrators, LLC FSA      | 10/25/2022   | Regular      | 0               | 1814.15        | 50636  |
| 0064                              | BOUND TREE MEDICAL, LLC                 | 10/25/2022   | Regular      | 0               | 20.64          | 50637  |
| 1319                              | CALDWELL TANKS, INC.                    | 10/25/2022   | Regular      | 0               | 534232.5       | 50638  |
| 0077                              | CARAWAY PRINTING CO., INC.              | 10/25/2022   | Regular      | 0               | 180            | 50639  |
| 0098                              | CITY OF BASEHOR                         | 10/25/2022   | Regular      | 0               | 1100           | 50640  |
| 0115                              | CONRAD FIRE EQUIPMENT                   | 10/25/2022   | Regular      | 0               | 275.93         | 50641  |
| 1343                              | DAKOTA PUMP INCORPORATED                | 10/25/2022   | Regular      | 0               | 1825.45        | 50642  |
| 0809                              | FREESTATE ELECTRIC COOPERATIVE INC      | 10/25/2022   | Regular      | 0               | 545.81         | 50643  |
| 0217                              | GRAINGER                                | 10/25/2022   | Regular      | 0               | 431.58         | 50644  |
| 0248                              | HOLLIDAY SAND & GRAVEL, LLC             | 10/25/2022   | Regular      | 0               | 772.62         | 50645  |
| 1327                              | INTEGRITY GLOBAL SOLUTIONS, LLC         | 10/25/2022   | Regular      | 0               | 4354.5         | 50646  |
| 0059                              | Kansas City Board of Public Utilities   | 10/25/2022   | Regular      | 0               | 30087.7        | 50647  |
| 1342                              | KBA INDUSTRIES                          | 10/25/2022   | Regular      | 0               | 2750           | 50648  |
| 1322                              | KDHE - IPS                              | 10/25/2022   | Regular      | 0               | 60             | 50649  |
| 1112                              | Life-Assist, INC                        | 10/25/2022   | Regular      | 0               | 421.36         | 50650  |
| 0732                              | METLIFE                                 | 10/25/2022   | Regular      | 0               | 440.17         | 50651  |
| 0447                              | MICRO-COMM, INC                         | 10/25/2022   | Regular      | 0               | 15838          | 50652  |
| 0857                              | MIDCONTINENT COMMUNICATIONS             | 10/25/2022   | Regular      | 0               | 150.78         | 50653  |
| 0857                              | MIDCONTINENT COMMUNICATIONS             | 10/25/2022   | Regular      | 0               | 253.83         | 50654  |
| 0857                              | MIDCONTINENT COMMUNICATIONS             | 10/25/2022   | Regular      | 0               | 279.08         | 50655  |
| 0491                              | OLATHE WINWATER WORKS                   | 10/25/2022   | Regular      | 0               | 6514           | 50656  |
| 0542                              | QUILL                                   | 10/25/2022   | Regular      | 0               | 382.44         | 50657  |
| 0548                              | RECORDNEWS                              | 10/25/2022   | Regular      | 0               | 1512           | 50658  |
| 0579                              | SECURITY BENEFIT - 457                  | 10/25/2022   | Regular      | 0               | 4484.09        | 50659  |
| 1324                              | SKGFRTZ LLC                             | 10/25/2022   | Regular      | 0               | 20             | 50660  |
| 0625                              | THE RADAR SHOP                          | 10/25/2022   | Regular      | 0               | 494            | 50661  |
| 0815                              | TRANSLATION PERFECT                     | 10/25/2022   | Regular      | 0               | 61.5           | 50662  |
| 0641                              | TYLER TECHNOLOGIES                      | 10/25/2022   | Regular      | 0               | 945            | 50663  |
| 0645                              | UNITED RENTALS, (NORTH AMERICA          | 10/25/2022   | Regular      | 0               | 5883.93        | 50664  |
| 0684                              | WIRENUTS                                | 10/25/2022   | Regular      | 0               | 287.99         | 50665  |

## Bank Code AP Bank Summary

|                | Payable   | Payment   |             |                   |
|----------------|-----------|-----------|-------------|-------------------|
| Payment Type   | Count     | Count     | Discount    | Payment           |
| Regular Checks | 40        | 33        | 0.00        | 618,090.80        |
| Manual Checks  | 0         | 0         | 0.00        | 0.00              |
| Voided Checks  | 0         | 0         | 0.00        | 0.00              |
| Bank Drafts    | 0         | 0         | 0.00        | 0.00              |
| EFT's          | 0         | 0         | 0.00        | 0.00              |
|                | <b>40</b> | <b>33</b> | <b>0.00</b> | <b>618,090.80</b> |

All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount | Payment    |
|----------------|------------------|------------------|----------|------------|
| Regular Checks | 40               | 33               | 0.00     | 618,090.80 |
| 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       |
|                | 40               | 33               | 0.00     | 618,090.80 |

Fund Summary

| Fund | Name                 | Period  | Amount   |
|------|----------------------|---------|----------|
| 998  | Gen Fund-Pooled Cash | 10/2022 | 618090.8 |
|      |                      |         | 618090.8 |



Office of the City Manager  
**AGENDA STATEMENT**

**DATE:** November 7, 2022  
**TO:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Consider Expenditure Authority Amendment to the 2022 Curb Replacement Project with Phoenix Concrete, LLC

**DISCUSSION:**

In June 2022 the City concluded a Request for proposals process (RFP) for the 2022 Curb Replacement project for the Willow Pointe Subdivision by approving a contract agreement with the company which submitted the lowest bid, Phoenix Concrete, LLC. The bids received from all companies included a per linear feet price as a basis for the total project cost. The total project cost authorized in the contract was \$168,784.35, which accounted for 4,669 linear feet of curb and gutter.

At the conclusion of the project, which has been completed according to the City Public Works Director's satisfaction, the amount of curb and gutter required for the project to be completed totaled 4,692 linear feet, or 23 linear feet more than the anticipated amount included in the contract. The City's Public Works Director has reviewed the measurements and the work installation and recommends approval of an amendment of the not to exceed contract compensation in the amount of \$831.45, which extends the per linear foot rate for the 23 additional linear feet of installed curb and gutter. Since the actual work and commodities considered for this amendment extend beyond the scope of the original contract, upon approval of the amended not to exceed total cost the contractor would qualify for payment of an additional invoice in the amount of \$831.45.

**BUDGET IMPACT:**

The funding for the Street Maintenance program comes from a combination of Special Highway funds and a portion of the City's  $\frac{3}{4}$  cent Infrastructure Sales Tax. Expected total budget impact of the entire 2022 street maintenance program was \$347,285, depending on all bid and material cost outcomes, which is less than the 2022 Special Highway Fund total budget authority of \$368,500. The Special Highway Fund maintains sufficient funds on hand and budget authority to meet the additional cost of \$831.45.

**ACTION NEEDED:**

Make a motion to approve an amendment in the amount of \$831.45 in the 2022 Curb Replacement Street Maintenance Project not to exceed cost included in the contract between the City of Tonganoxie, Kansas and Phoenix Concrete, LLC due to the scope of work associated with the project extending by 23 linear feet.

**ATTACHMENTS:**

Invoice for Project Original Scope of Services  
Invoice for Additional Scope of Services

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

# PHOENIX CONCRETE, LLC.

15452 S. Keeler St., Olathe, KS 66062  
Phone: 913-390-1700 / Fax: 913-390-1701



Customer:

City of Tonganoxie  
526 E 4th Street  
Tonganoxie, KS 66086  
Phone:  
Fax:

Invoice Date 10/26/2022  
Phoenix Invoice # 3133

| <i>Project Name</i> |                    | <i>Project Location</i> |                 | <i>Work Date</i> |              |
|---------------------|--------------------|-------------------------|-----------------|------------------|--------------|
| 2022 Curb Repair    |                    | Tonganoxie              |                 | 10/26/2022       |              |
| <i>Item #</i>       | <i>Description</i> | <i>Unit Type</i>        | <i>Quantity</i> | <i>Price</i>     | <i>Total</i> |
| 1                   | Curb & Gutter      | LF                      | 4,669.00        | \$36.15          | \$168,784.35 |
| Invoice SubTotal    |                    |                         |                 |                  | \$168,784.35 |

Terms: Net 30 Days

**Total** **\$168,784.35**

THANK YOU FOR YOUR BUSINESS!

# PHOENIX CONCRETE, LLC.

15452 S. Keeler St., Olathe, KS 66062  
Phone: 913-390-1700 / Fax: 913-390-1701



Customer:

City of Tonganoxie  
526 E 4th Street  
Tonganoxie, KS 66086  
Phone:  
Fax:

Invoice Date 10/26/2022  
Phoenix Invoice # 3134

| <i>Project Name</i> |                    | <i>Project Location</i> |                 | <i>Work Date</i> |              |
|---------------------|--------------------|-------------------------|-----------------|------------------|--------------|
| 2022 Curb Repair    |                    | Tonganoxie              |                 | 10/26/2022       |              |
| <i>Item #</i>       | <i>Description</i> | <i>Unit Type</i>        | <i>Quantity</i> | <i>Price</i>     | <i>Total</i> |
| 1                   | Curb & Gutter      | LF                      | 23.00           | \$36.15          | \$831.45     |
| Invoice SubTotal    |                    |                         |                 |                  | \$831.45     |

Terms: Net 30 Days

**Total** **\$831.45**

THANK YOU FOR YOUR BUSINESS!



Office of the City Manager  
**AGENDA STATEMENT**

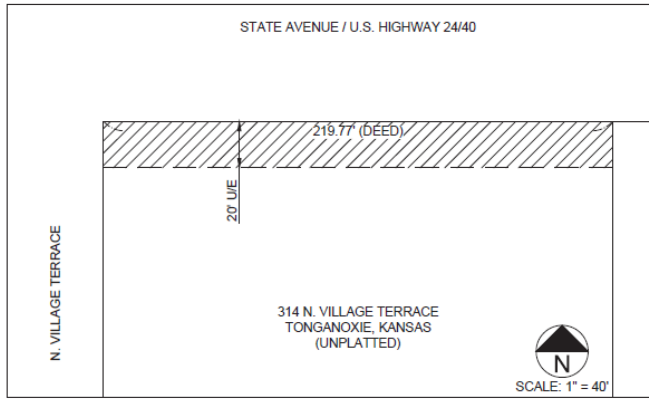
**DATE:** November 7, 2022  
**To:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Resolution 11-22-01: Approving and Authorizing Acceptance by the City of Tonganoxie, Kansas of General Utility Easements from Mark E. and Stacey Ladesic and JB Properties I, LLC

**DISCUSSION:**

As part of the recent efforts towards significant redevelopment of the property located at 1520 State Avenue the owners of the property, Mark E. and Stacey Ladesic, have initiated the procedures required to connect to nearby sanitary sewer and water utilities available through the City. The required procedures in this case include the City's acceptance of utility easement dedications to accommodate utility main extensions to the property and the preparation and approval of a Kansas Department of Health and Environment sanitary sewer extension permit. The matter requiring the consideration of the City Council is acceptance of the dedication of the public utility easements associated with this redevelopment project. Following acceptance, the easements will be filed with the Leavenworth County Register of Deeds.

Upon receipt of the draft utility easements from the applicant the City Engineer and the City Attorney reviewed technical information and the form of the easements and following inclusion of all requested adjustments staff recommend approval of the utility easements via Resolution 11-22-01.

EXHIBIT "A"

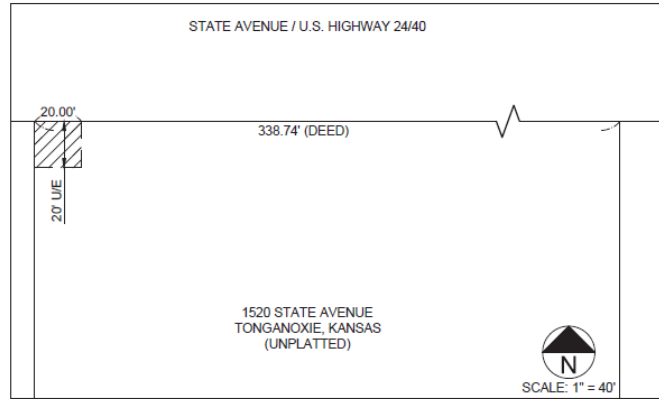
**20' UTILITY EASEMENT LEGAL DESCRIPTION:**

A 20.00-FOOT-WIDE UTILITY EASEMENT IN A TRACT OF LAND AS DESCRIBED WITHIN THE DEED RECORDED AS DOCUMENT 2009R01293 AT THE LEAVENWORTH COUNTY REGISTER OF DEEDS OFFICE; SAID TRACT OF LAND IS COMMONLY KNOWN AS 314 N. VILLAGE TERRACE; SAID TRACT OF LAND AND UTILITY EASEMENT ALSO BEING LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN THE CITY OF TONGANOXIE, LEAVENWORTH COUNTY, KANSAS, WHICH IS MORE PARTICULARLY DESCRIBED BY JOSEPH A. HERRING, LS-1296, DATED NOVEMBER \_\_\_\_\_, 2022 AS FOLLOWS:

THE NORTHERLY 20.00-FOET OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED CONTAINS 4,395 SQUARE FEET MORE OR LESS, OR 0.10 ACRES MORE OR LESS.

EXHIBIT "A"

**20' UTILITY EASEMENT LEGAL DESCRIPTION:**

A 20.00-FOOT-WIDE UTILITY EASEMENT IN A TRACT OF LAND AS DESCRIBED WITHIN THE DEED RECORDED AS DOCUMENT 2020R07794 AT THE LEAVENWORTH COUNTY REGISTER OF DEEDS OFFICE; SAID TRACT OF LAND IS COMMONLY KNOWN AS 1520 STATE AVENUE; SAID TRACT OF LAND AND UTILITY EASEMENT ALSO BEING LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN THE CITY OF TONGANOXIE, LEAVENWORTH COUNTY, KANSAS, WHICH IS MORE PARTICULARLY DESCRIBED BY JOSEPH A. HERRING, LS-1296, DATED NOVEMBER \_\_\_\_\_, 2022 AS FOLLOWS:

THE WESTERLY 20.00-FOET OF THE NORTHERLY 20.00-FOET OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED CONTAINS 400 SQUARE FEET MORE OR LESS, OR 0.01 ACRES MORE OR LESS.

**BUDGET IMPACT:**

N/A

**ACTION NEEDED:**

Make a motion to approve Resolution 11-22-01, Approving and Authorizing Acceptance by the City of Tonganoxie, Kansas of General Utility Easements from Mark E. and Stacey Ladesic and JB Properties I, LLC.

**ATTACHMENTS:**

Draft Resolution 11-22-01

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

AFTER RECORDING, PLEASE RETURN TO:

Stinson LLP  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri 64106  
Attn: Anna M. Krstulic

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*(Space above reserved for Recorder of Deeds certification)*

1.    Title of Document:               General Utility Easement
2.    Date of Document:           \_\_\_\_\_, 2022
3.    Grantor:                     JB PROPERTIES I, LLC, a Kansas limited liability  
                                          company  
                                          P.O. Box 488, Tonganoxie, Kansas 66086
4.    Grantee:                     City of Tonganoxie, Kansas, a Kansas municipal corporation  
                                          526 E. 4<sup>th</sup> Street, Tonganoxie, Kansas 66086
5.    Legal Description:           See **Exhibit A** and **Exhibit B**
6.    Reference Book and Page(s): Document No. 2009R01293

## GENERAL UTILITY EASEMENT

THIS INDENTURE is made as of \_\_\_\_\_, 2022 by JB PROPERTIES I, LLC, a Kansas limited liability company with a mailing address of P.O. Box 488, Tonganoxie, Kansas 66086 ("Grantor"), to and in favor of the CITY OF TONGANOXIE, KANSAS, a Kansas municipal corporation with a mailing address of c/o City Manager, City Hall, 526 E. 4<sup>th</sup> Street, Tonganoxie, Kansas 66086 (the "City").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the City, its successors and assigns, a permanent and perpetual general utility easement (this "Easement") for the construction, installation, operation and maintenance of such utilities as may be necessary upon, over, under, across and through a portion (the "Easement Area") of that certain real property commonly known as 315 North Village Terrace, Tonganoxie, Leavenworth County, Kansas (the "Property"). The Property is legally described on Exhibit A, and the Easement Area is legally described and depicted on Exhibit B attached hereto.

This Easement specifically includes the perpetual right to enter upon, locate, construct and maintain or authorize the location, construction, maintenance and use of electric conduits, poles, wires, ducts, cables, water lines, gas lines, drainage improvements and similar facilities for use by public and private utilities as may be necessary upon, over, under, across and through the Easement Area. The City, and its agents, employees and/or independent contractors (collectively, the "City's Permittees") shall have the right to go upon the Easement Area for purposes of, without obligation, locating, installing, constructing, reconstructing, maintaining, inspecting, operating, repairing, modifying, relocating and removing any such utility facilities, improvements and appurtenances incidental thereto in the sole and absolute discretion of the City. The City and the City's Permittees shall also have the right of ingress to and egress from the Easement Area over any portion of the Property lying between the Easement Area and public right-of-way for the purposes described herein.

Grantor states that it is lawfully seized of title to the Property, has a good and lawful right to convey the Easement to the City, and covenants to WARRANT AND DEFEND the Easement Area against the lawful claims of all persons whomsoever. Grantor agrees for itself and for its successors or assigns, that the Easement Area shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, landscaping and fences) that would interfere with the City's use of this Easement or the City's entry upon the Easement Area for the purposes authorized by the terms of this Easement, and that Grantor shall not change the grade, elevation or contours of any part of the Easement Area without obtaining the City's prior written consent. The rights granted herein shall not be construed to interfere with or restrict Grantor from the use of the Property outside the Easement Area, so long as no such activity by Grantor shall impair the City's rights as granted hereunder.

Grantor hereby releases the City from any and all liability for damage to the Property outside the Easement Area resulting from this Easement and the activities authorized hereunder, provided that the City shall, as soon as practicable after completion of such activities, restore any

damage to the Easement Area and/or the Property resulting from activities authorized hereunder to a reasonably neat and presentable condition.

This Easement shall be deemed to run with the land and shall be binding on and inure to the benefit of Grantor and the City and their respective heirs, successors and assigns. This Easement shall be for the benefit of the City. If any provision of this Easement shall be held invalid, inoperative or unenforceable, the remainder of this instrument shall not be affected thereby.

In the event of Grantor's default in the performance or any obligations or duties under this Easement, the City shall, in addition to any and all other remedies available at law or equity, have the right of specific performance or enjoinder. This Easement shall be governed by and construed in accordance with the laws of the State of Kansas.

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

IN TESTIMONY WHEREOF, Grantor has hereunto set its hand and seal this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

Grantor:

James E. Bell, [Title]

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

This record was acknowledged before me on \_\_\_\_\_, 2022 by James E. Bell as \_\_\_\_\_ of JB PROPERTIES I, LLC, a Kansas limited liability company.

Notary Public in and for said County and State

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Print or Type Name

My commission in \_\_\_\_\_ County, \_\_\_\_\_, expires \_\_\_\_\_

**Exhibit A**

**Legal Description of the Property**

[Legal description of Grantor's property copied from the deed referenced on the cover page—not short form as provided on Appraiser website.]

## **Exhibit B**

### **Easement Area – Legal Description and Depiction**

[Copy depiction, legal description and surveyor certification from p.2 of "JB Properties I LLC UE Draft" when final, but exclude EXHIBIT "A" at the top of p.2.]

AFTER RECORDING, PLEASE RETURN TO:

Stinson LLP  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri 64106  
Attn: Anna M. Krstulic

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*(Space above reserved for Recorder of Deeds certification)*

1.    Title of Document:           General Utility Easement
2.    Date of Document:       \_\_\_\_\_, 2022
3.    Grantor:                 Mark E. Ladesic and Stacey Ladesic, husband and wife  
                                      19115 Effingham Road, Valley Falls, Kansas 66088
4.    Grantee:                 City of Tonganoxie, Kansas, a Kansas municipal corporation  
                                      526 E. 4<sup>th</sup> Street, Tonganoxie, Kansas 66086
5.    Legal Description:       See **Exhibit A** and **Exhibit B**
6.    Reference Book and Page(s): Document No. 2020R07794

## GENERAL UTILITY EASEMENT

THIS INDENTURE is made as of \_\_\_\_\_, 2022 by MARK E. LADESIC and STACEY LADESIC, husband and wife with a mailing address of 19115 Effingham Road, Valley Falls, Kansas 66088 (collectively, "Grantor"), to and in favor of the CITY OF TONGANOXIE, KANSAS, a Kansas municipal corporation with a mailing address of c/o City Manager, City Hall, 526 E. 4<sup>th</sup> Street, Tonganoxie, Kansas 66086 (the "City").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the City, its successors and assigns, a permanent and perpetual general utility easement (this "Easement") for the construction, installation, operation and maintenance of such utilities as may be necessary upon, over, under, across and through a portion (the "Easement Area") of that certain real property commonly known as 1520 State Avenue, Tonganoxie, Leavenworth County, Kansas (the "Property"). The Property is legally described on Exhibit A, and the Easement Area is legally described and depicted on Exhibit B attached hereto.

This Easement specifically includes the perpetual right to enter upon, locate, construct and maintain or authorize the location, construction, maintenance and use of electric conduits, poles, wires, ducts, cables, water lines, gas lines, drainage improvements and similar facilities for use by public and private utilities as may be necessary upon, over, under, across and through the Easement Area. The City, and its agents, employees and/or independent contractors (collectively, the "City's Permittees") shall have the right to go upon the Easement Area for purposes of, without obligation, locating, installing, constructing, reconstructing, maintaining, inspecting, operating, repairing, modifying, relocating and removing any such utility facilities, improvements and appurtenances incidental thereto in the sole and absolute discretion of the City. The City and the City's Permittees shall also have the right of ingress to and egress from the Easement Area over any portion of the Property lying between the Easement Area and public right-of-way for the purposes described herein.

Grantor states that it is lawfully seized of title to the Property, has a good and lawful right to convey the Easement to the City, and covenants to WARRANT AND DEFEND the Easement Area against the lawful claims of all persons whomsoever. Grantor agrees for itself and for its successors or assigns, that the Easement Area shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, landscaping and fences) that would interfere with the City's use of this Easement or the City's entry upon the Easement Area for the purposes authorized by the terms of this Easement, and that Grantor shall not change the grade, elevation or contours of any part of the Easement Area without obtaining the City's prior written consent. The rights granted herein shall not be construed to interfere with or restrict Grantor from the use of the Property outside the Easement Area, so long as no such activity by Grantor shall impair the City's rights as granted hereunder.

Grantor hereby releases the City from any and all liability for damage to the Property outside the Easement Area resulting from this Easement and the activities authorized hereunder, provided that the City shall, as soon as practicable after completion of such activities, restore any

damage to the Easement Area and/or the Property resulting from activities authorized hereunder to a reasonably neat and presentable condition.

This Easement shall be deemed to run with the land and shall be binding on and inure to the benefit of Grantor and the City and their respective heirs, successors and assigns. This Easement shall be for the benefit of the City. If any provision of this Easement shall be held invalid, inoperative or unenforceable, the remainder of this instrument shall not be affected thereby.

In the event of Grantor's default in the performance or any obligations or duties under this Easement, the City shall, in addition to any and all other remedies available at law or equity, have the right of specific performance or enjoinder. This Easement shall be governed by and construed in accordance with the laws of the State of Kansas.

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

IN TESTIMONY WHEREOF, Grantor has hereunto set its hand and seal this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

Grantor:

Mark E. Ladesic

Stacey Ladesic

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

This record was acknowledged before me on \_\_\_\_\_, 2022 by Mark E. Ladesic and Stacey Ladesic.

Notary Public in and for said County and State

Print or Type Name

My commission in \_\_\_\_\_ County, \_\_\_\_\_, expires \_\_\_\_\_

## **Exhibit A**

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

[Legal description of Grantor's property from the deed referenced on the cover page—not short form as provided on Appraiser website.]

## **Exhibit B**

### **Easement Area – Legal Description and Depiction**

[Copy depiction, legal description and surveyor certification from p.2 of "Ladesic UE Draft" when final, but exclude EXHIBIT "A" at the top of p.2.]

UTILITY EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Tonganoxie, Kansas, a municipal corporation, a permanent and perpetual Easement for the construction, installation, and maintenance of utilities, in, over, under, and through the following described tract of real estate situated in Leavenworth County, Kansas, to-wit:

See attached Exhibit "A" for legal description

Grantee shall have the right of ingress and egress upon the above described Easement for the purpose of maintaining, repairing, or replacing said utilities and otherwise make all uses of said Easement and do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.



\_\_\_\_\_  
JAMES E. BELL  
Manager, JB Properties I, LLC

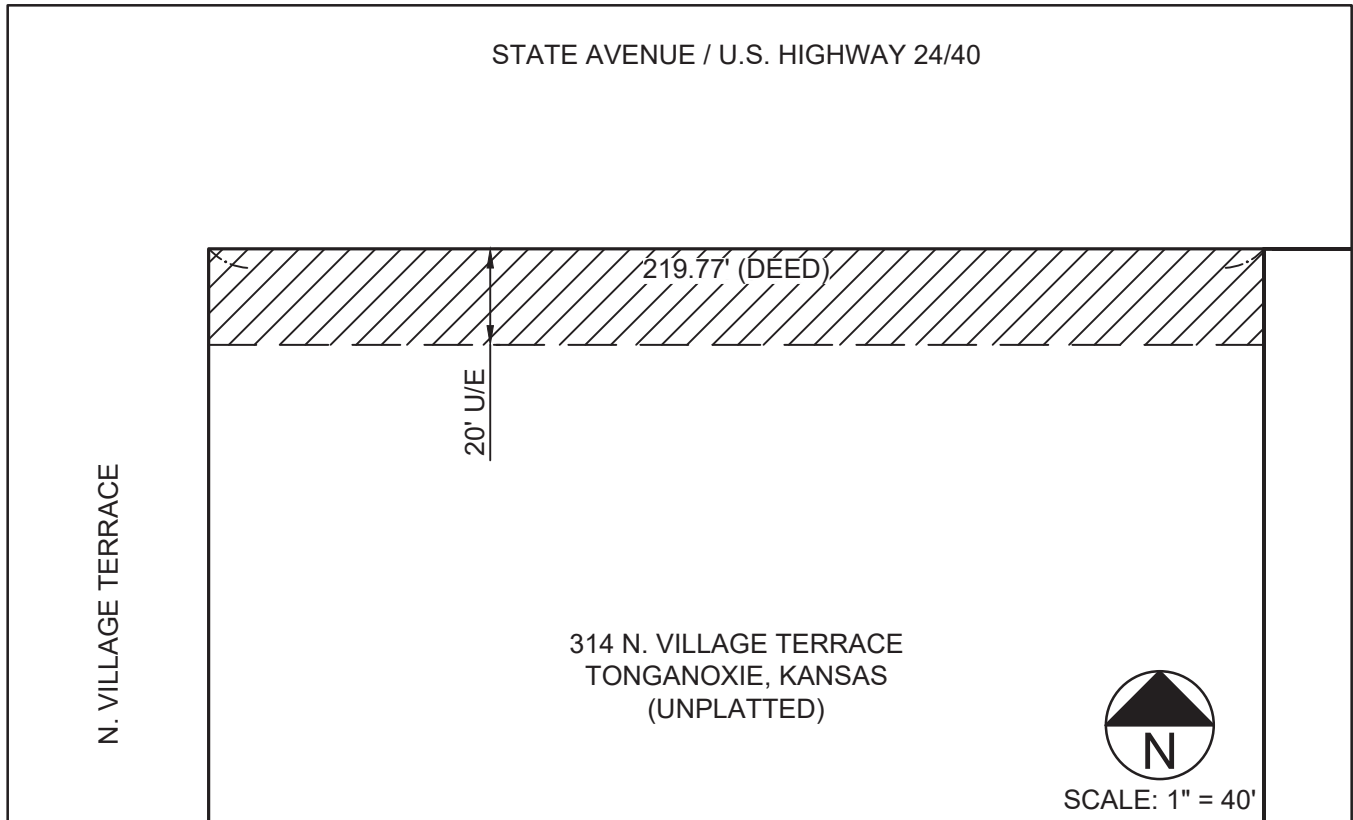
STATE OF KANSAS                                 )  
                                                                      :SS  
COUNTY OF LEAVENWORTH )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid came JAMES E. BELL, of JB Properties I, LLC, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of said Limited Liability Company.

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

\_\_\_\_\_  
Notary Public  
  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"



### 20' UTILITY EASEMENT LEGAL DESCRIPTION:

A 20.00-FOOT-WIDE UTILITY EASEMENT IN A TRACT OF LAND AS DESCRIBED WITHIN THE DEED RECORDED AS DOCUMENT 2009R01293 AT THE LEAVENWORTH COUNTY REGISTER OF DEEDS OFFICE; SAID TRACT OF LAND IS COMMONLY KNOWN AS 314 N. VILLAGE TERRACE; SAID TRACT OF LAND AND UTILITY EASEMENT ALSO BEING LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN THE CITY OF TONGANOXIE, LEAVENWORTH COUNTY, KANSAS, WHICH IS MORE PARTICULARLY DESCRIBED BY JOSEPH A. HERRING, LS-1296, DATED NOVEMBER \_\_\_\_\_, 2022 AS FOLLOWS:

THE NORTHERLY 20.00-FEET OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED CONTAINS 4,395 SQUARE FEET MORE OR LESS, OR 0.10 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS EXHIBIT  
WAS PREPARED UNDER MY DIRECT  
SUPERVISION ON NOVEMBER \_\_\_\_\_, 2022.

**DRAFT**

JOSEPH A. HERRING, LS-1296  
J. HERRING, INC. (DBA)  
HERRING SURVEYING COMPANY  
312 NORTH 5TH STREET  
LEAVENWORTH, KANSAS 66048  
(913) 651-3858

## UTILITY EASEMENT

**THE UNDERSIGNED**, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Tonganoxie, Kansas, a municipal corporation, a permanent and perpetual Easement for the construction, installation, and maintenance of utilities, in, over, under, and through the following described tract of real estate situated in Leavenworth County, Kansas, to-wit:

See attached Exhibit "A" for legal description

Grantee shall have the right of ingress and egress upon the above described Easement for the purpose of maintaining, repairing, or replacing said utilities and otherwise make all uses of said Easement and do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

**DRAFT**

MARK E. LADESIC

STACEY LADESIC

STATE OF KANSAS )  
 )SS  
COUNTY OF LEAVENWORTH )

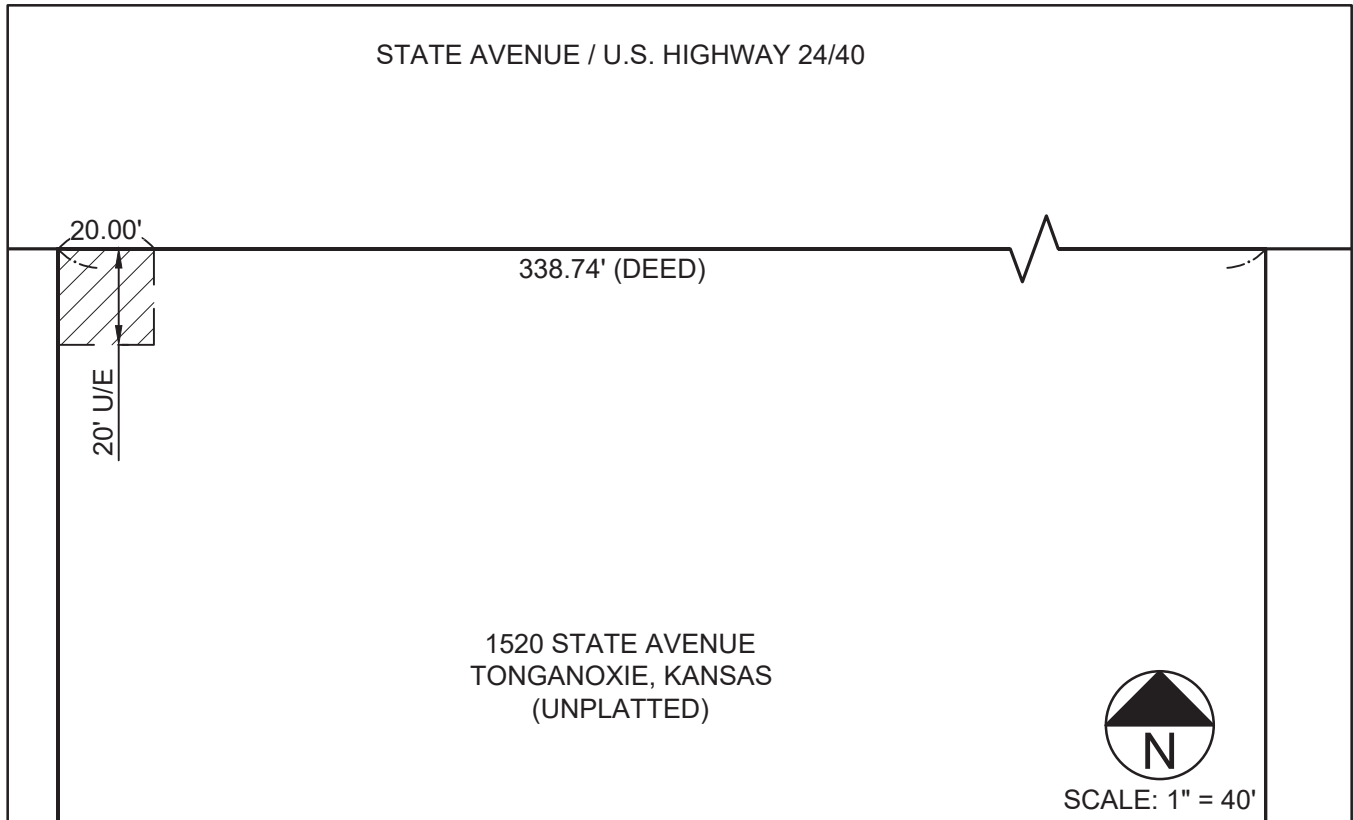
BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid came MARK E. LADESIC and STACEY LADESIC, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"



### 20' UTILITY EASEMENT LEGAL DESCRIPTION:

A 20.00-FOOT-WIDE UTILITY EASEMENT IN A TRACT OF LAND AS DESCRIBED WITHIN THE DEED RECORDED AS DOCUMENT 2020R07794 AT THE LEAVENWORTH COUNTY REGISTER OF DEEDS OFFICE; SAID TRACT OF LAND IS COMMONLY KNOWN AS 1520 STATE AVENUE; SAID TRACT OF LAND AND UTILITY EASEMENT ALSO BEING LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN THE CITY OF TONGANOXIE, LEAVENWORTH COUNTY, KANSAS, WHICH IS MORE PARTICULARLY DESCRIBED BY JOSEPH A. HERRING, LS-1296, DATED NOVEMBER \_\_\_\_\_, 2022 AS FOLLOWS:

THE WESTERLY 20.00-FEET OF THE NORTHERLY 20.00-FEET OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED CONTAINS 400 SQUARE FEET MORE OR LESS, OR 0.01 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS EXHIBIT  
WAS PREPARED UNDER MY DIRECT  
SUPERVISION ON NOVEMBER \_\_\_\_, 2022.

**DRAFT**

JOSEPH A. HERRING, LS-1296  
J. HERRING, INC. (DBA)  
HERRING SURVEYING COMPANY  
312 NORTH 5TH STREET  
LEAVENWORTH, KANSAS 66048  
(913) 651-3858

**RESOLUTION NO. 11-22-01**

**A RESOLUTION APPROVING AND AUTHORIZING ACCEPTANCE BY THE CITY OF TONGANOXIE, KANSAS OF GENERAL UTILITY EASEMENTS FROM MARK E. AND STACEY LADESIC AND JB PROPERTIES I, LLC.**

**WHEREAS**, the City of Tonganoxie, Kansas (the "City") desires to obtain general utility easements (collectively, the "Easements") for the construction of certain public utilities that would promote the public good, health, and welfare within the City; and

**WHEREAS**, the Governing Body has determined that it is advisable to accept the Easements from Mark E. and Stacey Ladesic, husband and wife, and JB Properties I, LLC, a Kansas limited liability company (collectively, "Grantors").

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

**Section 1.** The Governing Body hereby accepts the Easements in the forms on file with the City Clerk.

**Section 2.** The City Manager and other officials and representatives of the City are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

*[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 7<sup>TH</sup> DAY OF  
NOVEMBER, 2022.**

**SEAL**

---

David Frese, Mayor

ATTEST:

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Daniel Porter, Acting City Clerk