



City of Tonganoxie City Council Meeting Agenda

April 1, 2024

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 meeting minutes and the meeting may be broadcast on the City of Tonganoxie YouTube Channel

Mayor: David Frese; Council Members: Jacob Dale, Lorelee 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 March 18, 2024

III. Consent Agenda

- a) Review bill payments

IV. Old Business

V. New Business

- a) Consider Approval of City Attorney and Municipal Court Judge Reappointments
- b) Consider Approval of 2024 Facility Temporary Use Lease for the Tonganoxie Water Park with Gretchen Meitler for the Tongie Tidal Waves Swim Team
- c) Consider Special Event Permit & Public Firework Display Permit Applications for Military Vehicle Show and WWII Re-enactment Event on June 22, 2024
- d) Consider Approval of Leavenworth County Development Corporation 2024 Funding Distribution
- e) Consider Approval of Revised Disposition of 2011 Fire Department Utility Vehicle
- f) City Manager Agenda
- g) City Attorney Agenda
- h) Mayor Pro Tem Agenda
- i) City Council Agenda
- j) Mayor Agenda
 1. Proclamation recognizing April 2024 as Child Abuse Prevention Month presented by the CASA Association
 2. Proclamation recognizing April 2024 as Sexual Violence Awareness Month presented by the Alliance Against Family Violence Association
 3. Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
 4. Executive Session for discussion of matters related to security measures

VI. Adjourn

Council Meeting Minutes
March 18, 2024
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. Partridge, Ms. Stevens, Mr. Donnelly and Mr. Dale were present. Ms. McCutchen was absent.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic, Deputy Fire Chief John Callaghan and Municipal Court Clerk Lindsay Huntington were also present.

II. Approval of Minutes – Regular meeting dated February 20, 2024

- Mr. Partridge made a motion to approve draft minutes from the regular meeting dated February 20, 2024.
- Mr. Donnelly seconded the motion.
- Vote of all ayes, motion carried.

III. Consent Agenda

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

IV. Old Business

V. New Business

- a) Ordinance No. 1519: Consider Special Event Permit and Draft Ordinance 1519 Authorizing Alcohol Consumption on Public Property for a Wine and Bingo Event at the Tonganoxie Public Library
 - Mr. Porter explained with the use of City property for the Wine and Bingo event the City Council is required to adopt an ordinance, drafted by the City Attorney to temporarily exempt the City prohibition on alcohol consumption on the premises of the library.
 - Mr. Porter gave event details and confirmed with the public safety departments to ensure there were no reports of issues in prior year events.
 - Mr. Porter stated staff recommends approval of the draft ordinance.
 - Mr. Partridge made a motion to approve Ordinance 1519 allowing the consumption of alcohol on certain public property for limited time and purpose, pursuant to K.S.A. 41-719(d)(11) and (e), for the Wine & Bingo Friends of the Library fundraiser event.
 - Ms. Stevens seconded the motion.
 - Vote of all ayes, motion carried.
- b) Consider Approval of Storage Building Purchase for the Tonganoxie Fire Department Facility
 - Mr. Porter stated the development of the 2024 budget included preparations for installation of a portable shed style building to be added to the Fire Department Fire Station Campus. This shed will replace a dilapidated garden style shed and will provide much needed additional storage for the growing Fire Department.
 - Mr. Porter provided the building specs and indicated the low bid received from The Shed House, LLC was deemed to be a satisfactory quote and provision of services. The quote does fall within the margin of the budgeted amount and will be split 50/50 between the Fire Equipment Fund and by a share of the County Sales and Use Tax. Staff recommends moving forward with the recommendation.
 - Mr. Callaghan stated the shed will be locked with a standard lock and the no high valued equipment will be stored in the building.

- Mr. Callaghan confirmed the bid includes installation and stated the building will be placed on asphalt millings that have been laid and leveled.
 - **Ms. Stevens made a motion to authorize expenditures associated with the Fire Station portable building purchase utilizing the services of The Shed House, LLC for an amount not to exceed \$15,090.25.**
 - **Mr. Dale seconded the motion.**
 - **Vote of all ayes, motion carried.**
- c) Waste Water Treatment Plant Expansion Project Update presented by Thaniel Monaco with BG Consultants
- Mr. Monaco with BG Consultants delivered an updated progress report on the Waste Water Treatment Plant Expansion project.
 - Ms. Stevens impressed a sense of urgency to complete the project as the City continues to grow.
- d) Consider Approval of the Public Works Mower Equipment Replacement
- Mr. Porter stated included in the 2024 adopted budget was allocation of funds for replacement of one of the two zero-turn mowers in the Public Works department. The 2014 SCAG mower is the mower that is proposed to be replaced and used as a trade-in. Budgeted funds will come from the Water Capital Fund and the Sewer Capital Fund.
 - Mr. Porter stated that although the bid from McConnell Machinery was lower by \$5.00 it did not include never flat tires which Heritage Tractor did. Public Works staff has ascertained that to purchase those secondarily would be multiple hundred dollars more so staff do recommend going with the bid collected from Heritage Tractor in Lawrence.
 - Mr. Porter stated the budgeted anticipated cost would be closer to \$13,000 for this purchase, however the difference is more than accommodated with the savings from the loader equipment purchase earlier in 2024.
 - **Mr. Donnelly made a motion to authorize the purchase of a John Deere Z994R Diesel zero-turn mower from Heritage Tractor for an amount not to exceed \$14,400.76, along with the trade-in of the City's 2014 SCAG mower.**
 - **Mr. Dale seconded the motion.**
 - **Vote of all ayes, motion carried.**
- e) Consider Approval of 2024 Street Maintenance Plan & Draft Request for Proposals
- Mr. Porter stated the Public Works Director has been assessing what areas of roadway, curb and gutter areas have shown the biggest level of decay and need attention.
 - Mr. Porter presented the areas of focus for mill and overlay treatment and curb replacement as well as the proposed schedule of work. The entire project includes areas within the Stone Creek and South Park subdivisions. All areas are proposed as one bid without any add alternates at this time.
 - **Mr. Partridge made a motion to authorize the advertisement of the proposed 2024 street maintenance project RFP.**
 - **Mr. Donnelly seconded the motion.**
 - **Vote of all ayes, motion carried.**
 - Mr. Brajkovic recognized Mr. Heskett for using a variety of products intended to preserve the current condition of the asphalt. By using these products, it has allowed for time to prioritize other projects and allow the special sales tax time to generate revenue.
- f) Consider Potential Tonganoxie Water Park User Fee & Rental Fee Changes
- Item was removed from the agenda for additional preparation and to allow the Pool Manager to be present.
- g) City Manager Agenda
1. February 2024 Financial Report

- Mr. Porter presented the February 2024 financial report to the City Council.

h) City Attorney Agenda

i) Mayor Pro Tem Agenda

j) City Council Agenda

k) Mayor Agenda

1. Executive session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
- **Ms. Stevens moved that the City Council recess into executive session to obtain legal advice related to correspondence received from Unilock Chicago Inc pertaining to the real estate contract of sale between the City and Unilock pursuant to the attorney client consultation exception K.S.A. 75-4319(b)(2). The executive session will include the City Attorney, City Manager and Assistant City Manager. The open meeting will resume in the City Council chambers at 8:12 p.m.**
 - **Mr. Partridge seconded the motion.**
 - **Vote of all ayes, motion carried.**
 - ...
 - **Mayor Frese resumed the meeting at 8:12 p.m. and noted that no binding action was taken in executive session.**
 - Mayor Frese thanked the people responsible for putting on the St. Patrick's parade and all the work done.

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 8:13 p.m.**

Respectfully submitted,

Lindsay Huntington

Lindsay Huntington, Municipal Court Clerk



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 03/15/2024 - 03/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0815	TRANSLATION PERFECT	03/19/2024	Regular	0	-90	52447
0051	BG CONSULTANTS INC	03/15/2024	Regular	0	59752	52524
0056	BLUE CROSS AND BLUE SHIELD	03/15/2024	Regular	0	36653.48	52525
1280	COBURNCO LLC	03/15/2024	Regular	0	193.38	52526
0136	DELTA DENTAL PLAN OF KANSAS,IN	03/15/2024	Regular	0	2751.52	52527
0205	GALL'S LLC	03/15/2024	Regular	0	26.99	52528
0232	HEARTLAND TOW, INC.	03/15/2024	Regular	0	205	52529
0857	MIDCONTINENT COMMUNICATIONS	03/15/2024	Regular	0	343.87	52530
0857	MIDCONTINENT COMMUNICATIONS	03/15/2024	Regular	0	156.34	52531
1431	MYERS BROTHERS OF KANSAS CITY, INC.	03/15/2024	Regular	0	318.5	52532
0500	O'REILLY AUTO PARTS	03/15/2024	Regular	0	553.13	52533
0503	PACE ANALYTICAL SERVICES INC	03/15/2024	Regular	0	671.9	52534
0579	SECURITY BENEFIT - 457	03/15/2024	Regular	0	4756.29	52535
0617	TBS ELECTRONICS, INC.	03/15/2024	Regular	0	416	52536
0641	TYLER TECHNOLOGIES	03/15/2024	Regular	0	42381.92	52537
0815	TRANSLATION PERFECT	03/19/2024	Regular	0	90	52538
0038	B & W FIRE LLC	03/22/2024	Regular	0	801.71	52539
1438	BRADLEY LEE	03/22/2024	Regular	0	233	52540
0070	BROTHER' S MARKET	03/22/2024	Regular	0	49.93	52541
0099	CITY OF LEAVENWORTH	03/22/2024	Regular	0	1100	52542
0136	DELTA DENTAL PLAN OF KANSAS,IN	03/22/2024	Regular	0	97.12	52543
0671	Evergy	03/22/2024	Regular	0	65	52544
0813	FREESTATE ELECTRIC COOPERATIVE	03/22/2024	Regular	0	2002	52545
0205	GALL'S LLC	03/22/2024	Regular	0	181.48	52546
0205	GALL'S LLC	03/22/2024	Regular	0	160	52547
0059	Kansas City Board of Public Utilities	03/22/2024	Regular	0	35904.47	52548
1112	Life-Assist, INC	03/22/2024	Regular	0	235.68	52549
0443	Menards - Lawrence	03/22/2024	Regular	0	7667.2	52550
0732	METLIFE	03/22/2024	Regular	0	425.59	52551
0857	MIDCONTINENT COMMUNICATIONS	03/22/2024	Regular	0	272.78	52552
0857	MIDCONTINENT COMMUNICATIONS	03/22/2024	Regular	0	308.03	52553
0216	MULTISTUDIO, INC.	03/22/2024	Regular	0	1505.32	52554
1318	MUTUAL OF OMAHA INSURANCE COMPANY	03/22/2024	Regular	0	244.34	52555
0888	NATIONWIDE MUTUAL INSURANCE COMPANY	03/22/2024	Regular	0	400	52556
1437	TRI STATE EQUIP CO INC	03/22/2024	Regular	0	500	52557

Bank Code AP Bank Summary

Payment Type	Count		Discount	Payment
	Payable	Payment		
Regular Checks	47	34	0.00	201,423.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-90.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	47	35	0.00	201,333.97

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	34	0.00	201,423.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-90.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	47	35	0.00	201,333.97

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	3/2024	201333.97
			201333.97



Office of the City Manager
AGENDA STATEMENT

DATE: April 1, 2024
TO: Honorable Mayor David Frese and Members of the City Council
FROM: George Brajkovic, City Manager
SUBJECT: Consider Appointment of Municipal Court Judge and City Attorney Positions

DISCUSSION:

K.S.A. 14-201 requires the Mayor, by and with the consent of the City Council, to appoint certain city officers in May of each year. The City of Tonganoxie Charter Ordinance 26 gives the Mayor, by and with the consent of the City Council, the authority to appoint two officers on an annual basis - the Municipal Court Judge and City Attorney.

The incumbent for each position has expressed their interest in continuing in the role for an additional year and City staff support reappointment for both positions.

BUDGET IMPACT:

There is no anticipated impact on the 2024 budget. The City currently has an agreement with Municipal Judge Kenneth Moore to pay \$800 per month for services rendered. No change is anticipated with this appointment. The City currently has an agreement with Stinson LLP to pay \$4,200 per month for general City Attorney services rendered. No change is anticipated with this appointment.

ACTION NEEDED:

1. Mayor Frese requesting the City Council's consent to reappoint Kenneth Moore as Municipal Court Judge.
2. Mayor Frese requesting the City Council's consent to reappoint Anna Krstulic as City Attorney.

ATTACHMENTS:

Engagement Letter from Judge Moore
Reappointment Letter from Anna Krstulic

cc: Dan Porter, Assistant City Manager

Kenneth J. Moore
Attorney at Law KS 11398
Kansas City, KS 66109-4245
kenmoore66401@gmail.com

March 20,2023

George Brajkovic
City Manager
City of Tonganoxie Kansas
Via email gbrajvovic@tonganoxie.org

Re: Reappointment as Municipal Court Judge

Dear Mr. Brajkovic,

My current term serving as the Tonganoxie Municipal Court Judge expires May 31, 2024. I trust my service since December 2021 has been satisfactory, and I have enjoyed doing it. I would appreciate being considered for another one-year term under the current terms and conditions.

Please advise if further action on my part is necessary at this time. I appreciate your consideration.

Sincerely,

/s/ Kenneth J Moore

Kenneth J Moore

April 1, 2024

Via Electronic Mail

George Brajkovic
City Manager
City of Tonganoxie, Kansas
526 E. 4th Street
Tonganoxie, Kansas 66086
Email: gbrajkovic@tonganoxie.org

Re: City Attorney Reappointment

Dear Mr. Brajkovic:

I am writing to request reappointment as City Attorney for the City of Tonganoxie, Kansas for another year. It is a pleasure to work with the City, and I would be honored to continue this service. Thank you for your consideration.

Sincerely,

Stinson LLP



Anna M. Krstulic

AMK:



Office of the City Manager
AGENDA STATEMENT

DATE: April 1, 2024
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Consider Approval of 2024 Facility Temporary Use Lease for the Tonganoxie Water Park with Gretchen Meitler for the Tongie Tidal Waves Swim Team

DISCUSSION:

Gretchen Meitler submitted a request to the City to utilize the Tonganoxie Water Park for team practices and meets for the Tongie Tidal Waves, the local community swim team. For the past 14 years this group has rented the Water Park during the summer season, which typically runs from the end of May through the beginning of July. This year's season only spans from May 28 – June 28. The nature of the proposed rental is a series of scheduled private events at the Water Park which will be periods of time the facility is closed to the general public.

Attached for the City Council's consideration is a draft lease agreement, which defines the terms of private use, including; schedule, payments, insurance requirements, and pool rules. This year's agreement contains similar terms to the agreement's utilized in previous years, with inclusion of a proposed small change (increase of \$1.00 per hour from \$14.00 to \$15.00) in the rates charged for recouping the cost of the City's expenditures to staff the facility with lifeguards and the Assistant Manager or Water Park Manager during rental periods.

Practices are anticipated to occur in early mornings prior to public hours, with two home meets scheduled on June 7 and June 21. Total estimated rental time of the Water Park is approximately 54 hours, with 74 hours of total required lifeguard staff time factoring into the rental fee determination.

BUDGET IMPACT:

No negative impacts. Revenues and expenditures for the Water Park are budgeted on an annual basis and the adjustment to the rental fees is due to review of historical data and compensation analysis.

ACTION NEEDED:

Make a motion to authorize the Water Park Manager to execute the lease agreement with Gretchen Meitler for the 2024 season.

ATTACHMENTS:

2024 Draft Lease Agreement and Schedule with Tongie Tidal Waves

cc: George Brajkovic, City Manager

FACILITY USE LEASE

THIS LEASE is made this 1st day of April, 2024 (Effective Date), between the City of Tonganoxie (City), a constitutionally chartered municipal corporation in the state of Kansas, and Tongie Tidal Waves (Lessee), whereby Lessee shall lease the Tonganoxie Water Park (Premises) under the terms and conditions contained in this Lease.

In consideration of the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

PART I SPECIAL TERMS AND CONDITIONS

Sec. 1 **Leased Space**

The City grants to Lessee permission to use the Premises upon the terms and conditions specified in this Lease and will otherwise close the Premises to the public. "Premises" is further defined as the Tonganoxie Water Park, which is bounded by 2nd Street on the north, Main Street on the west, Pleasant Street on the east, and 3rd Street on the south, including the buildings, swimming pool, furnishings, parking spaces, green spaces, and appurtenances.

Sec. 2 **Lease Schedule**

The event of the Lessee (Event) under the terms of this Lease on the Premises shall only take place upon the dates and specified times as defined in Addendum A.

Sec. 3 **Payment**

- A. The Lessee agrees to pay as and for rental of the Premises the rate(s) as defined in Addendum A. Lessee shall pay for any City staff time that is required beyond the time limits of this Lease at a rate of time and one half per half-hour increment due to any cause or act by Lessee or Lessee's guests.
- B. Rental includes the time that City staff open the Premises for the leased purposes until the Event is completed.
- C. Lessee will make payments in accordance with the terms of Addendum A.
- D. At 12:01 AM seven days prior to the first date of occupancy under the terms of this Lease, Lessee shall have no right to any refund of rent payments due to cancellation by Lessee. However, the City may refund the cleaning and damage deposit to the extent that Lessee or Lessee's guests made no use of the Premises.

Sec. 4 **Cancellation**

Lessee agrees and understands that the City has the right to cancel and terminate this Lease if the payment schedule or all other obligations of Lessee hereunder are not strictly performed. In the event of any cancellation or termination by the City or Lessee, the City has the right to retain the non-refundable deposit, not as liquidated damages but as payment for administrative costs associated with negotiation and preparation of this Lease. Otherwise, the deposit shall be applied against funds due the City under this Lease. Should Lessee cancel or fail to hold scheduled event, or if Lessee fails to make the necessary payments as provided herein, without prior written approval from the City Manager, all payments

previously received from Lessee as a deposit or rental shall become the property of the City and shall not be refunded or transferred.

Sec. 5 Notices

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

To City:

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

To Lessee:

Gretchen Meitler, Director
Tongie Tidal Waves
402-689-6339
Gretchen@mciclay.com

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

Sec. 5 Merger

This Lease 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 Lease, including any Attachments and incorporated documents, constitutes the entire Lease between the City and Lessee with respect to this subject matter.

Sec. 6 Conflict between Lease 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 Lease, Part I will be controlling.

Sec. 7 Term of Lease

This Lease shall begin on the Effective Date and shall terminate at the end of the day June 30, 2024. The term of this Lease may be extended by mutual, written consent of the City and Lessee for a time not to exceed the entirety of the 2024 season.

Sec. 8 Responsibilities of City

- A. The City will provide sufficient staff, as determined by the Pool Manager or Pool Manager's superior, to ensure the safety of guests of the Event.
- B. The City will provide for proper and adequate functionality of the Premises as is customary for general public use, including, but not limited to, water chemistry, showers and restrooms, utilities, and secure access.

Sec. 9 Attorney Services Certification

Lessee certifies that at the time of the issuance of the Lease, either in an individual or firm capacity, Lessee 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 Lease 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: Definitions

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

- i. **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.
- ii. **Lessee's Agents** means Lessee's officers, employees, sub-consultants, sublessees, successors, assigns, invitees, and other agents.
- iii. **City** means City of Tonganoxie and its agents, officials, officers and employees.

B. Lessee's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of the City, shall be limited to the coverage and limits of insurance that Lessee is required to procure and maintain under this Lease. Lessee affirms that it has had the opportunity to recover the costs of the liability insurance required in this Lease in its contract price.

C. Lessee 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 Lease caused in whole or in part by Lessee or Lessee's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Lessee is not obligated under this Section to indemnify the City for the sole negligence of the City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Lease.

Sec. 2. Independent Agency.

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

Sec. 3. Insurance.

A. Unless otherwise waived by the City in writing, Lessee shall procure and maintain in effect throughout the duration of this Lease 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 Lease, Lessee 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. If applicable, 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 Lease, by Lessee.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

A. 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 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 Lease. Lessee shall provide to the City at execution of this Lease a certificate of insurance showing all required endorsements and additional insureds.

B. 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.

C. Regardless of any approval by the City, liability is the responsibility of Lessee and should 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 Lessee's failure to maintain the required insurance in effect, the City may order Lessee to immediately stop work, and upon ten (10) day notice and an opportunity to cure, may pursue its remedies for breach of this Lease as provided for herein and by law.

Sec. 4. Governing Law.

This Lease 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 Leavenworth County and the State of Kansas and waive venue.

Sec. 5. Compliance with Laws.

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

Sec. 6. Default and Remedies.

If Lessee shall be in default or breach of any provision of this Lease, the City may terminate this contract, suspend the City's performance, withhold payment or invoke any other legal or equitable remedy after giving Lessee 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 Lease 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 Lessee to which the same may apply and, until complete performance by Lessee of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Lease or by law despite any such forbearance or indulgence.

Sec. 8. Modification.

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

Sec. 9. Headings; Construction of Lease.

The headings of each section of this Lease are for reference only. Unless the context of this Lease 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 Lease, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds that the valid provisions of this Lease 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 Lease 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 Lease and all books, documents and records relating thereto.
- B. Lessee shall maintain all its books, documents and records relating to this Lease during the contract period and for three (3) years after the date of final payment.
- C. The books, documents and records of Lessee in connection with this Lease shall be made available to the City Manager or designee within ten (10) days after the written request is made.

Sec. 12. Assignability or Subcontracting

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

Sec. 13. Conflicts of Interest.

Lessee certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Lease, 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 Lessee in this Lease.

THIS LEASE CONTAINS INDEMNIFICATION PROVISIONS

IN WITNESS WHEREOF, Lessee and the City have caused this Facility Use Lease to be duly executed as set forth below.

Lessee

I hereby certify that I have authority to execute this document

By: _____

Printed: _____

Title: _____

City of Tonganoxie, Kansas

a constitutionally chartered municipal corporation

By: _____

Darren Shupe

Title: Water Park Manager

Addendum A

Sect. 1 Usage Schedule

Lessee will reserve and use the Premises the following date(s) and hour(s):

Note	Date	Rental Hours
	5/28/2024	2
	5/29/2024	2
	5/30/2024	2
	5/31/2024	2
weekend	6/1/2024	-
weekend	6/2/2024	-
	6/3/2024	2
	6/4/2024	2
	6/5/2024	2
	6/6/2024	2
Swim Meet - 3 guards for 5 hrs	6/7/2024	5
weekend	6/8/2024	-
weekend	6/9/2024	-
	6/10/2024	2
	6/11/2024	2
	6/12/2024	2
	6/13/2024	2
	6/14/2024	2
weekend	6/15/2024	-
weekend	6/16/2024	-
	6/17/2024	2
	6/18/2024	2
	6/19/2024	2
	6/20/2024	2
Swim Meet - 3 guards for 5 hrs	6/21/2024	5
weekend	6/22/2024	-
weekend	6/23/2024	-
	6/24/2024	2
	6/25/2024	2
	6/26/2024	2
	6/27/2024	2
	6/28/2024	2

Total hours = 74 staff hours @ \$15.00 = \$1,110.00 (54 facility rental hours)

1st half of payment of \$555.00

2nd half of payment of \$555.00

Sect. 2 Fee Rate

The total fee for reserving the Premises will be \$1,110.00

Sect. 3 Payment Schedule

Payment will be made in two installments - ½ (\$555.00) due prior to the start time of the first day of the rental and ½ (\$555.00) due within 15 days of the conclusion of the final rental date.

Sect. 4 Rain Provision

If the City Manager or Pool Manager determines that inclement weather or an act of God would unduly hinder or pose unreasonable risk to holding the Event or part of the Event, the City will reduce the total amount of rent due by Lessee in applicable hourly increments for such determined time. However, if the Lessee schedules, with City approval, an alternate day and time in lieu of the missed time, the Lessee will not be entitled to reduced rent.

If the Lessee believes that this Rain Provision applies to the Event, the Lessee must call by telephone or e-mail, with reasonable expediency, the Pool Manager (dshupe@tonganoxie.org) and either the Assistant City Manager (dporter@tonganoxie.org) or the City Manager (gbrajkovic@tonganoxie.org) to request a cancellation pursuant to Section 4 herein. The City will make the final determination of the applicability of this Rain Provision and respond to Lessee as promptly practicable.

Sect. 5 Water Park Rules

A. The following are **prohibited on the Premises**:

- | | |
|--------------------------------------|----------------------------------|
| 1. Fighting | 8. “Chicken” fighting |
| 2. Stealing | 9. Dunking |
| 3. Inappropriate language | 10. Over-sized rafts |
| 4. Skate boarding | 11. Running on the pool deck |
| 5. Throwing people into the pool | 12. Drinking alcoholic beverages |
| 6. Disobeying lifeguards | 13. Smoking |
| 7. Flotation devices in the deep end | |

B. The following are **required on the Premises**:

1. Following all diving rules
2. Following all slide rules
3. Respect for all staff and visitors

C. Lifeguards are authorized to expel any Event participant (swimming or not swimming) to leave the Premises for not obeying the Water Park Rules. Likewise, lifeguards may also expel an entire party if the participants cause sufficient risk that law enforcement has to be notified. Cancellation due to behavior is not eligible for any refund.

D. The Pool Manager and Pool Manager’s superiors have the final authority of enforcement of the Water Park Rules.

E. Absolutely no alcoholic beverages are permitted on the Premises, and any individuals found under the influence of alcohol or other controlled substances will be required to immediately leave the Premises and may be subject to applicable law enforcement.



Office of the City Manager
AGENDA STATEMENT

DATE: April 1, 2024
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Jami Burke
SUBJECT: Special Event Permit & Public Firework Display Permit Application for Military Vehicle Show and WWII Reenactment on June 22, 2024

DISCUSSION:

Loren Feldkamp, in partnership with the Tonganoxie VFW Post and the WWII Historical Re-Enactment Society Inc. has submitted a Special Event Permit Application for a military vehicle show and WWII reenactments to take place on Saturday June 22, 2024 from 7:30 AM to 5:00 PM. This event will take place at a location including the VFW park and on a small portion of City-owned property generally located in the vicinity of Pleasant Street and Tonganoxie Drive adjacent to the VFW park.

This event is planned to be similar to the Heartland Military Days event hosted by the Kansas National Guard Museum each year in Topeka, KS. Reenacting units plan to set up bivouacs on Friday, June 21st in the VFW park to display their camps, uniforms, equipment and replica weapons. Military vehicles from all eras will also be on display at the VFW park throughout the day. Two WWII skirmish reenactments are also scheduled to take place, and this activity is intended to occur on the City-owned property. Each skirmish will last approximately 30 minutes and conclude with the firing of a WWII-era cannon on the VFW property. No additional City services or staff support have been requested as part of this application.

The applicant has provided the included attachments that illustrate details of the required information and City staff have reviewed the application materials. Proof of Liability Insurance will also be provided after approval of the event and this provision is included as a requirement of approval.

The two summary requests to be considered by the City Council in review of existing City Code requirements and special event permit requirements against the application materials are 1. the request for utilization of City-owned property for a portion of the event programming and 2. approval of a fireworks display within the City limits for the discharge of the cannon as planned.

BUDGET IMPACT:

None

ACTION NEEDED:

Make a motion to approve the Special Event Permit Application & Public Fireworks Display request for the military vehicle show and WWII reenactment organized by the Tonganoxie VFW Post and the WWII Historical Re-Enactment Society Inc. located in the VFW park and on City property adjacent to the VFW park on June 22, 2024 from 7:30 AM – 5:00 PM.

ATTACHMENTS:

Special Event Permit Application
Tentative Event Schedule
VFW and City Property Map with Site Plan Elements

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manger



CITY OF TONGANOXIE

Special Event Permit Application

APPROVED _____	DENIED _____
Date: _____	
Police Chief: _____	
Fire Chief: _____	
Permit # _____	Fee _____

APPLICATION DEADLINE IS AT LEAST 20 CALENDAR DAYS PRIOR TO THE EVENT

NUMBER OF DAYS TILL EVENT BEGINS (Do not count today or the first day of the event?) _____

EVENT GENERAL INFORMATION

Name of Event: Tonganoxie VFW Military Vehicle Show & WWII Reenactment

Start date of Event: Friday - June 21

End date of Event: Saturday - June 22

Event Hours: 7:30 am - 5:00 pm

Type of Event: Commercial Private Non-Profit Exempt from fees

Application Fees:

No booths or tents	\$50.00	<input type="checkbox"/>
With booths and/or tents	\$250.00	<input type="checkbox"/>
With City services one day	\$250.00	<input type="checkbox"/>
With City services two days	\$500.00	<input type="checkbox"/>
With City services three days or more	\$1,000.00	<input type="checkbox"/>

Will this event be open to the general public? Yes No

If 'No', who will be invited? _____

Description of Event: This will be a military vehicle show and small WWII reenactment held at the VFW Park

Location(s) of Event (Include addresses): VFW Park
900 East 1st Street - Tonganoxie, KS 66604

Parades: Additional Requirements: Attach Diagram of Route

Estimate # of People Walking: 0 # of Motor Vehicles: _____

Estimate # of Floats: 0 # of Bands: _____

Estimate # of Horses: 0 Other Special Activities: (describe) _____

CITY SERVICES REQUESTED

Police Escort	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers/Cars requested	<u>N/A</u>
Police Security	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers requested	<u>N/A</u>
Police Traffic Control	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Number of Officers requested	<u>N/A</u>
Fire Department Standby:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	How many? <u>N/A</u>	
Fire Department Burn Permit	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	(Burn permits are available at the Fire Station)	
Public Works Street Barricades:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		

Street closures requested

Names of Streets or Intersections	Dates	Times
<u>N/A</u>		

Other City Services Requested: N/A

(List types requested, when and where)

Buildings to be used in conjunction with the event (list addresses): Use of City property located at Pleasant street and Tonganoxie Drive

Anticipated Attendance: Event Total 200 Per day 200 Per Week N/A

City of Tonganoxie

Special Event Application

Will food be offered for sale?

Yes *Possibly* No

If 'Yes', see Zoning, Section 33, Division 2 for mobile vendor placement limitations.

Estimate the number of food vendors under this permit.

Possible vendor through the VFW membership only

(All other vendors will be required to obtain separate permits)

Location of vendors/booths/stalls/tents

900 East 1st Street - VFW Park

SIGNAGE

Will public advertising be used?
What type of public advertising?

Yes No
Street banner Sandwich Signs Other

Where will these signs be displayed?

Social media

When will the signs be displayed?
(Beginning and ending date)

There might be one sign near the 1st St. Bank on 2nd to Hwy property

The name and phone number of the person responsible for removal of the signs

Name: _____
Number: _____

Attach sample sign copy to this application for approval. Include sign materials, dimensions, lighting, and attachment details as appropriate.

TEMPORARY FACILITIES

Number and location of any temporary toilets

N/A

Number and location of any temporary water facilities

N/A

CONTACT INFORMATION

Primary Event Contact Name *Joan Teldkamp*
Address *915 N. Oak Terrace*
Primary Phone *785-925-7021* Secondary Phone _____

Secondary Event Contact Name *Andy Burke*
Address *900 East 1st Street*
Primary Phone *575-749-3147* Secondary Phone _____

I certify by my signature that the city is indemnified for this event and that public property will be protected and/or cleaned and restored to its condition prior to the Special Event. I further agree that the standards set forth in the ordinance, as provided to me, have or will be satisfied upon the completion of this event.

Joan Teldkamp
Signature of Applicant

3/14/24
Date

Required materials needed to file this application:

- Application and fee (as applicable)
- A site plan depicting the location of event, identified buildings that will be used, proposed parking areas, outdoor display areas, signs, temporary toilets, temporary water supplies streets, and property lines, or other information that may be required by City Administration.
- Proof of Liability Insurance, if required by the City Manager or designee.
- Any other information as required by the City Manager or designee that is necessary to evaluate this application.
- If on private property, a fully signed and notarized Affidavit permission from the property owner(s).



AFFIDAVIT
CITY OF TONGANOXIE

COUNTY OF LEAVENWORTH
STATE OF KANSAS

I (We), _____ AND _____
(Print)

AND _____ AND _____
(Print)

being duly sworn, depose and say that we are the owners of said property involved in this petition for a Special Event and/or Vendor Permit and that the foregoing signatures, statements, and answers herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

Property owner(s) further agrees that their property as identified below may be used as described in the attached application for this event.

Property Address _____

Signed and entered this _____ day of _____, 2013

Owner Signature

Owner Signature

Owner Signature

Owner Signature

Subscribed and sworn to before me on this _____ day of _____, 2013
Notary Public in and for the County of Leavenworth, Kansas

My Commission Expires: _____



Tonganoxie VFW Military Vehicle Show & D-Day Encampment (Reenactment)



When: Saturday, June 22, 2024

Where: Tonganoxie VFW Park (15 Acres)

Located at 900 East First Street in Tonganoxie, Kansas

This Military Vehicle and Encampment (Reenactment) will be similar to the Heartland Military Days hosted by the Kansas National Guard Museum. The local Tonganoxie VFW is hoping to use this event as a local veteran's recruitment project. The Local Tonganoxie VFW and Tonganoxie American Legion Units are very active in the Tonganoxie Community.

Contacts for the event:

Loren Feldkamp: 785-925-7021 (Military Vehicle Event Coordinator)
Steve Dussetschleger 816-719-2836 (WW II Reenactment Coordinator)
Andy Burke 575-749-3147 (VFW Contact)

The Tonganoxie VFW Park is a beautiful park that is well played out for an event such as this proposed event. There is enough room for military vehicles, bivouac areas and even an open field for a skirmish between the Allied and Axis troops.

For this Event we are trying to have as many Military Vehicles as possible staged in the large shaded tree area of the park. We are looking for military vehicles from all eras.

There is also considerable room for reenacting units to set up bivouac as early as Friday, June 21st to display their camps, uniforms, equipment and weapons.

We are planning to have two skirmishes on June 22nd in the open field. This again would be similar to the Heartland Military Days Event hosted by the Kansas National Guard Museum each June.

Tentative Event Schedule

Friday Afternoon – June 21, 2024

All Military Vehicles and WW II Reenacting Units are invited to set up their camps on Friday June 21st. We are working on the details for a dinner provided to all participants Friday evening at the VFW.

Saturday Morning & Afternoon – June 22, 2024

7:30 AM to 9:00 AM – Military Vehicle and Reenactor Registration
7:30 AM to 9:00 AM - Revile – Breakfast provided by the Tonganoxie VFW Women's Auxiliary Unit
9:00 AM – Camps Open to the General Public – US Flag Raising Ceremony and Star Spangled Banner
10:00 AM – 3rd Kansas Artillery Demonstration – VFW Park
10:30 AM – WW II Skirmish – “Battle for the Bridge”
11:00 AM – WW II Weapons Demonstrations at the Battlefield Location
11:30 AM – Lunch Provided by the Tonganoxie VFW
1:00 PM – WW II Military Equipment Demonstrations at the Battlefield Location
2:00 PM – WW II Skirmish – “Battle for Carentan”
~~**3:00 PM – Possible Military Vehicle Convoy/Parade in Downtown Tonganoxie**~~
5:00 PM – Event Conclusion





Office of the City Manager
AGENDA STATEMENT

DATE: April 1, 2024
TO: Honorable Mayor David Frese and Members of the City Council
FROM: Dan Porter, Assistant City Manager
SUBJECT: Funding for the 2024 contribution to the Leavenworth County Development Corporation (LCDC)
DISCUSSION:

Staff received an invoice requesting payment for the City of Tonganoxie's 2024 Public Sector Funding for the Leavenworth County Development Corporation (LCDC). LCDC works with many entities in Leavenworth County to provide businesses and citizens with economic development resources. More than 10 years ago, cities in Leavenworth County instituted a funding mechanism which factors in assessed valuation and population in order to determine the annual funding request of each participating entity. The City of Tonganoxie's Public Sector Funding Contribution in the last three years has been \$8,829, \$9,275, and \$19,840.00.

The City's 2024 adopted budget includes funding allocated in the General Fund for a contribution to the Leavenworth County Development Corporation (LCDC) in the amount requested. This item was a part of budget workshop discussions held in 2023 and is being brought to City Council for consideration of the expenditure authorization.

BUDGET IMPACT:
The required level of funding is fully budgeted in the City's General Fund in 2024.

ACTION NEEDED:
Make a motion to authorize the 2024 funding contribution to the Leavenworth County Development Corporation, in an amount not to exceed \$20,705.00.

ATTACHMENTS:
Invoice No. 2184

cc: George Brajkovic, City Manager

INVOICE

Leavenworth County Dev. Corp mmack@lvcountyed.org
1294 EISENHOWER RD 913-727-6111
LEAVENWORTH, KS 66048-5532 www.LVCountyED.org



City of Tonganoxie

Bill to

City of Tonganoxie
526 E. 4th
Tonganoxie, KS 66086

Ship to

City of Tonganoxie
526 E. 4th
Tonganoxie, KS 66086

Invoice details

Invoice no.: 2184
Terms: Net 60
Invoice date: 03/01/2024
Due date: 04/30/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	03/01/2024	2024 Public Sector Funding 2024 Public Sector Funding		1	\$20,705.00	\$20,705.00

Total **\$20,705.00**

Ways to pay



Pay invoice



Office of the City Manager
AGENDA STATEMENT

DATE: April 1, 2024
To: Honorable Mayor David Frese and Members of the City Council
FROM: John Zimbelman, Fire Chief
SUBJECT: Consider Approval of the Revised Disposition of 2011 Ford F-250 Fire Department Utility Vehicle

DISCUSSION:

The Fire Department received procurement approval in April 2023 for purchase of a 2023 Chevrolet 1500 4WD Crew Cab Work Truck to serve as a Fire Department utility vehicle. At the time, the City Council also approved the disposition of the City's existing 2011 Ford F250 vehicle (Unit #667) via Purple Wave following delivery and service activation for the new vehicle, which has been a commonly utilized method of disposition for City vehicles and equipment which are surplus to requirements or replaced.

In recent months the City Fire Department has been contacted by other nearby agencies expressing interest in directly purchasing the City's 2011 Ford F250 vehicle. The jurisdiction is Stranger Township Fire Department which is our responding mutual aid assistance on our eastern boundary. Attached you will find documentation on what we believe to be an accurate description of the trucks fair market net worth.

Proposed Purchasing Agency	Purchase Amount
Stranger Township Fire Department	\$20,000.00

BUDGET IMPACT:

The 2011 Ford F250 vehicle (Utility 667) which was proposed to be sold via Purple Wave online auction, will provide sale proceeds which help offset impacts of the purchase cost of the new vehicle in the City's Fire Equipment Fund. Based on the offer provided by the nearby agency it is anticipated that the City will recover as much or more funds as projected utilizing the online auction site disposition method.

ACTION(S) NEEDED:

Make a motion to authorize disposition of the City's 2011 Ford F250 vehicle (Utility 667) via direct sale to Stranger Township Fire Department for an amount of \$20,000.00.

ATTACHMENTS:

cc: George Brajkovic, City Manager
Dan Porter, Assistant City Manager

Advertisement

My Car's Value

2010 Ford F250 Super Duty Crew Cab XL Pickup 4D 6 3/4 ft

4.2 ★ (251 Ratings) Write a review

Save this car Create a free account for quicker access to saved cars, recall alerts and more.



Can You Save on Car Insurance?
Compare rates on KBB.com



Repair Estimator: See Pricing
What's a fair price?



Options

Next Steps

Your Options

Instant Cash Offer

Trade-in

Private Party

Donate Your Car

Advertisement

Save this car

Trade-in Range
\$12,989 - \$15,484
Trade-in Value
\$14,237



Instant Cash Offer

Instant Cash Offer Advantages

Trade In Your Old Vehicle for a New
2023 Ford Super Duty®



And pay just
\$29,733
or
\$514.67
per month



Build & Price
on ford.com

Calculation based on:

2023 Super Duty® MSRP ①	\$43,970
Your Estimated Trade-In Value ② <small>Based on certain conditions</small>	\$ 14,237
Down Payment	\$ 0
Loan Term	60 months ▾
Interest Rate ③ <small>For well-qualified buyers with excellent credit</small>	1.5 %

Your Potential Net Cost:

Your Potential Monthly Payment:

Advertisement

Advertisement



① Important info & definitions

Value valid as of **03/28/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: 52,000 ✎ ZIP Code: 66086 ☒

Condition
Very Good ▾

Edit Options

Get Offer



2010 Ford F250 Super Duty-V8

Crew Cab XL 4WD Values

Pricing & Values

Prices shown for the used 2010 Ford F-250 Crew Cab XL 4WD with 52,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. Edit options.

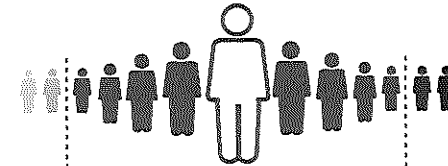
Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer

Average Price Paid

\$20,588



80% of People Paid

\$19,725 - \$21,595



Save Big with Local Deals & Incentives

Get exclusive offers and discounts from local dealerships with a free price quote and save on your next purchase.

[Find Best Deals](#)



Base Price	\$7,900
Mileage and Options	\$5,162
Rough Condition ⓘ	\$13,062
Base Price	\$9,225
Mileage and Options	\$5,162
Average Condition ⓘ	\$14,387
Base Price	\$10,325
Mileage and Options	\$5,162
Clean Condition ⓘ	\$15,487

PROCLAMATION

**A PROCLAMATION PROCLAIMING APRIL 2024
AS CHILD ABUSE PREVENTION MONTH IN
THE CITY OF TONGANOXIE**

WHEREAS, in Federal fiscal year 2022, nearly 3.1 million children received either an investigation response or alternative response; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the City of Tonganoxie; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Mayor David Frese, City of Tonganoxie Mayor, do hereby proclaim April 2024 as NATIONAL CHILD ABUSE PREVENTION MONTH in the City of Tonganoxie and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

SEAL:

Mayor David Frese

ATTEST:

Daniel Porter, City Clerk

PROCLAMATION

A PROCLAMATION PROCLAIMING APRIL 2024 AS SEXUAL VIOLENCE AWARENESS MONTH IN THE CITY OF TONGANOXIE

WHEREAS, sexual violence is a widespread, preventable, public health problem, and the problem crosses all economic, racial, gender, educational, religious, and societal barriers; and

WHEREAS, sexual violence is any sexual act that is perpetrated against someone's will, which includes sexual assault, rape, unwanted touching, threatened sexual violence, and verbal sexual harassment: all types of sexual violence involve victims who do not consent, are unable to consent, or refuse to allow the act; and

WHEREAS, over half of women and nearly 1 in 3 men, experience some form of contact sexual violence in their lifetimes; and

WHEREAS, One incident of rape is reported to Kansas law enforcement every 7 hours, 19 minutes, 6 seconds; over 5,300 people receive services for sexual assault from Kansas victim advocacy organizations each year; and

WHEREAS, these statistics do not represent the true prevalence of sexual violence due to underreporting; and

WHEREAS, victims should have help to find the compassion, comfort, and healing they need, with access to medical and legal services, counseling, transitional housing so that they can ; and

WHEREAS, it is important we must strive to create strong, connected communities that take care of one another and make decisions to ensure the safety and well-being of others to end sexual violence; and

WHEREAS, we encourage victims to seek free and confidential assistance from the Alliance Against Family Violence Hotline (913-675-7217)

NOW, THEREFORE, I, Mayor David Frese, City of Tonganoxie Mayor, do hereby proclaim April 2024 as NATIONAL SEXUAL VIOLENCE AWARENESS MONTH in the City of Tonganoxie and urge all citizens to recognize this month.

SEAL:

Mayor David Frese

ATTEST:

Daniel Porter, City Clerk