



## City of Tonganoxie City Council Meeting Agenda

**August 18, 2025**

7:00 Regular Meeting

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 August 4, 2025
- III. Consent Agenda**
  - a) Review bill payments
- IV. Old Business**
- V. New Business**
  - a) 2024 Audit Report Presentation
  - b) Consider Approval of Final Plat for Casey's Subdivision No. 2 generally located at the Southwest Corner of US 24 Highway and South Park Drive in Tonganoxie, Kansas 66086.
  - c) Resolution No. 08-25-01: Acceptance of Drainage Easement for Polished and Decorative Concrete
  - d) Consider Approval of a Traffic Study to be conducted in the Timber Hill Subdivision
  - e) Discussion of Chieftain Park Improvements Project
- VI. City Manager Agenda**
  1. July 2025 Financial Report
- VII. City Attorney Agenda**
- VIII. Mayor Pro Tem Agenda**
- IX. City Council Agenda**
- X. Mayor Agenda**
  1. Executive Session pursuant to the attorney-client consultation exception in K.S.A. 75-4319(b)(2)
- XI. Adjourn**

Council Meeting Minutes  
August 4, 2025  
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. McCutchen, Mr. Donnelly and Mr. Dale were present. Ms. Stevens was absent.
- City Manager George Brajkovic, Assistant City Manager Dan Porter, City Attorney Anna Krstulic and City Clerk Lindsay Huntington were also present.

**II. Approval of Minutes – Regular meeting dated July 21, 2025**

- **Mr. Partridge made a motion to approve draft minutes from the regular meeting dated July 21, 2025.**
- **Mr. Donnelly 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.**
- **Mr. Donnelly seconded the motion.**
- **Vote of all ayes, motion carried.**

**IV. Old Business**

**V. New Business**

a) Consider Approval of the Advertisement for Bids for the City of Tonganoxie 2025 WWTF Improvements Project 23-1106M (KDHE No. C20 3067 01)

- Mr. Porter stated staff is requesting authorization to advertise the bid advertisement for the 2025 WWTF improvements project. This project was advanced in 2022 and is aimed at doubling the capacity of the City's wastewater treatment facility with consideration of increased demands and permitting requirements.
- Mr. Porter stated the next steps in the project are to move ahead with advertisements in the newspaper and website and to collect bids until September 9<sup>th</sup>, 2025. Staff will return to the City Council on September 15<sup>th</sup>, 2025, to award the contract to the recommended recipient based on the bid outcomes.
- Mr. Porter explained the bid documents are under review by KDHE staff and there is the opportunity for KDHE staff to submit adjustments to the bid package which the City would prepare as an addendum.
- Mr. Brian Kingsley with BG Consultants introduced himself and explained his role in the project.
- **Mr. Donnelly made a motion that authorizes staff to advertise for bids for the City of Tonganoxie 2025 WWTF Improvements Project 23-1106M (KDHE No. C20 3067 01).**
- **Mr. Partridge seconded the motion.**
- **Vote of all ayes, motion carried.**

b) Consider Approval of 14<sup>th</sup> Street Traffic Study Project Proposal with BG Consultants, Inc.

- Mr. Brajkovic stated a new 14<sup>th</sup> Street project that would be tie into 24-40 has been discussed. Mr. Brajkovic stated a lot of the growth is moving into the south corridor. The intersection at 14<sup>th</sup> Street and 24-40 have been contemplated since the City entered into a corridor access management agreement with KDOT.
- Mr. Brajkovic stated from a strategic standpoint as to when to do the traffic study, which includes count numbers, is to wait until school is back in session.
- Mr. Brajkovic stated staff is recommending moving with this study. The timeframe is in a 45-to-60-day period for a report after the data is collected.

- Mr. Brajkovic explained the traffic study will present the data that is there now. The engineering group will have to do projections about growth based on growth factors and how that will change over time.
  - Mr. Kingsley stated the study they will perform is based on future projected land use. Short of significant changes in land use or a big traffic generator going into the industrial park, Mr. Kingsley stated the information from the traffic study would not get outdated.
  - **Mr. Dale made a motion that authorizes staff to execute the 14<sup>th</sup> Street Traffic Study Project Proposal with BG Consultants, Ins. And to issue the notice to proceed with the project.**
  - **Mr. Donnelly seconded the motion.**
  - **Vote of all ayes, motion carried.**
- c) Consider Approval of the Sale of Public Works Road Grader Equipment on Purple Wave Online Auction Site
- Mr. Porter stated the 1979 T500M motor grader has become less of necessary use for the Public Works department since it was purchased.
  - Mr. Porter proposed depositing the sale proceeds in the capital projects fund to help with future project costs and equipment purchases.
- d) Consider Approval of the Sale of Office Equipment from the Administration Department on Purple Wave Online Auction Site
- Mr. Porter stated the office equipment is currently in place at the current City Hall facility but primarily at the old City Hall facility and the old Chambers at 321 Delaware. With the deterioration of those buildings over the past several years, it has become necessary to move some file storage, both secure and non-secure, into new locations.
  - Mr. Porter stated staff are looking at purchasing additional storage cabinets and other materials to best fit the space and to update old equipment.
  - Mr. Porter stated a complete inventory of all the old files has not been done yet but is aware of some old photos and pictures that possibly the Tonganoxie Historical Society may be interested in.
  - **Mr. Partridge made a motion to authorize staff to sell the City's 1979 Gallian Road Grader Equipment as well as authorize them to dispose of a combination of office equipment and supplies from the previous City Hall and previous Council Chambers and current City Hall facilities on the Purple Wave online auction platform.**
  - **Ms. McCutchen seconded the motion.**
  - **Vote of all ayes, motion carried.**

#### **VI. City Manager Agenda**

- Mr. Brajkovic reminded the Council that the Board of County Commissioners for Leavenworth County is convening a meeting about economic development this Wednesday, August 6<sup>th</sup> at 6:00PM at USD 464's administrative offices.

#### **VII. City Attorney Agenda**

#### **VIII. Mayor Pro Tem Agenda**

#### **IX. City Council Agenda**

#### **X. Mayor Agenda**

#### **XI. Adjourn**

- **Mr. Dale made a motion to adjourn the meeting.**
- **Mr. Partridge seconded the motion.**
- **Vote of all ayes, motion carried.**

- **Meeting adjourned at 7:34 p.m.**

Respectfully submitted,

*Lindsay Huntington*

Lindsay Huntington, City Clerk

DRAFT





City of Tonganoxie, KS

# My Check Report

By Check Number

Date Range: 08/01/2025 - 08/15/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1218	Amazon Capital Services, Inc	08/08/2025	Regular	0	1078.47	54291
0034	AT&T ACCESS TRANSPORT SERVICES	08/08/2025	Regular	0	78.51	54292
0046	BAY BRIDGE ADMINISTRATORS, LLC	08/08/2025	Regular	0	904.97	54293
1495	CLINE I. BOONE	08/08/2025	Regular	0	1200	54294
0159	CONTINENTAL BATTERY COMPANY	08/08/2025	Regular	0	148.03	54295
0671	Evergy	08/08/2025	Regular	0	19439.38	54296
1483	FTC EQUIPMENT LLC	08/08/2025	Regular	0	416.51	54297
1177	Gerken Rent-All Inc	08/08/2025	Regular	0	302.5	54298
1484	GOTO COMMUNICATIONS, INC.	08/08/2025	Regular	0	643.03	54299
0224	HAMM INC	08/08/2025	Regular	0	10499.5	54300
0250	HONEYCREEK DISPOSAL SERVICE	08/08/2025	Regular	0	34125	54301
1395	INTERPRETING SOLUTIONS LLC	08/08/2025	Regular	0	1822.5	54302
0496	KANSAS ONE-CALL SYSTEM, INC.	08/08/2025	Regular	0	143.64	54303
0757	KEBRA CHILSON	08/08/2025	Regular	0	580	54304
1271	KENNETH J MOORE	08/08/2025	Regular	0	800	54305
0391	LAWRENCE JOURNAL WORLD	08/08/2025	Regular	0	352.02	54306
0393	LAWRENCE MEMORIAL HOSPITAL	08/08/2025	Regular	0	431.75	54307
0802	LED DIRECT, LLC	08/08/2025	Regular	0	768	54308
0857	MIDCONTINENT COMMUNICATIONS	08/08/2025	Regular	0	540.56	54309
0459	MIDWEST PUBLIC RISK	08/08/2025	Regular	0	3279.46	54310
0959	OFFICE OF THE KANSAS STATE TREASURER	08/08/2025	Regular	0	2255.75	54311
0491	OLATHE WINWATER WORKS	08/08/2025	Regular	0	2470	54312
0500	O'REILLY AUTO PARTS	08/08/2025	Regular	0	679.48	54313
0542	QUILL	08/08/2025	Regular	0	89.57	54314
0542	QUILL	08/08/2025	Regular	0	45.05	54315
0542	QUILL	08/08/2025	Regular	0	388.66	54316
0542	QUILL	08/08/2025	Regular	0	66.48	54317
1448	THE ALEXANDER LAW FIRM, LLC	08/08/2025	Regular	0	1400	54318
0635	TOTAL ELECTRIC CONTRACTORS, INC.	08/08/2025	Regular	0	2844.44	54319
0642	USPS	08/08/2025	Regular	0	1455.58	54320
1347	VERIZON CONNECT INC	08/08/2025	Regular	0	126.71	54321
0001	911 CUSTOM	08/14/2025	Regular	0	3190	54322
0031	ASPHALT SALES COMPANY, INC.	08/14/2025	Regular	0	1796	54323
1082	BANNER FIRE EQUIPMENT, INC	08/14/2025	Regular	0	16447.8	54324
1470	BERRY COMPANIES, INC	08/14/2025	Regular	0	657.42	54325
0051	BG CONSULTANTS INC	08/14/2025	Regular	0	24926.5	54326
0111	COLEMAN EQUIPMENT INC	08/14/2025	Regular	0	134.53	54327
0136	DELTA DENTAL PLAN OF KANSAS,IN	08/14/2025	Regular	0	2880.01	54328
1421	EAGLE TRAILER CO. INC	08/14/2025	Regular	0	424.9	54329
1483	FTC EQUIPMENT LLC	08/14/2025	Regular	0	27192.61	54330
0205	GALL'S LLC	08/14/2025	Regular	0	333.32	54331
1327	INTEGRITY GLOBAL SOLUTIONS, LLC	08/14/2025	Regular	0	6481.08	54332
0393	LAWRENCE MEMORIAL HOSPITAL	08/14/2025	Regular	0	323.75	54333
1112	Life-Assist, INC	08/14/2025	Regular	0	102.4	54334
0857	MIDCONTINENT COMMUNICATIONS	08/14/2025	Regular	0	166.39	54335
0579	SECURITY BENEFIT - 457	08/14/2025	Regular	0	7601.54	54336
1324	SKGFRTZ LLC	08/14/2025	Regular	0	843	54337
1116	TERRY R. ZEIGLER	08/14/2025	Regular	0	625	54338
0635	TOTAL ELECTRIC CONTRACTORS, INC.	08/14/2025	Regular	0	10364.4	54339

My Check Report

Date Range: 08/01/2025 - 08/15/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0651	USA BLUE BOOK	08/14/2025	Regular	0	477.45	54340

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	58	50	0.00	194,343.65
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
	58	50	0.00	194,343.65

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	50	0.00	194,343.65
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
	58	50	0.00	194,343.65

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	8/2025	194343.65
			194343.65



## Office of the City Manager **AGENDA STATEMENT**

**DATE:** September 18, 2025  
**TO:** Honorable Mayor David Frese and Members of the City Council  
**FROM:** Dan Porter, Assistant City Manager  
**SUBJECT:** Presentation of City Council Report & 2024 Financial Statements with Kayla Williams of BT & Co., P.A.

**DISCUSSION:**

In November 2020 the City approved a letter of engagement with Berberich Trahan & Co., P.A. (BT&Co., P.A.) for auditing services for the fiscal year ended December 31, 2020 and the two following fiscal years. The work of the auditing firm & City staff culminates in the delivery of a written report and copy of the City's financial statements to the Governing Body at the conclusion of the audit. In February 2024 the City Council approved an updated auditing services proposal from Berberich Trahan & Co., P.A. for the year ended December 31, 2023 and two following fiscal years.

City staff have worked with the auditing firm over a period of several months in 2025 to provide requested information, documentation, and other relevant items for review as part of annual audit processes. The 2024 fiscal year did not require compliance testing and reporting required by the Single Audit Act for any major programs. The financial statements for the year ended on December 31, 2024, communication from the auditors to those charged with governance of the organization (i.e. the City Council), and a representation letter (from City management) are posted and openly available on the City's website at the following link:

<https://www.tonganoxie.org/finance/pages/audits>

Kayla Williams, Principal at BT&Co., plans to participate in the City Council meeting via telephone to review the draft report and be available to answer any questions posed by the Governing Body. A printed copy of the financial statements and report will also be provided to the Governing Body at the Council meeting. These documents will be filed with the Kansas Office of Municipal Services, all required bond credit rating agencies, and will remain fully available on the City's website.

**BUDGET IMPACT:**

None.

**ACTION NEEDED:**

No formal approval is required. City staff and BT&Co. representatives welcome any feedback or questions from the Governing Body.

**ATTACHMENTS:**

None – see direct hyperlink provided in Discussion section.

**cc:** George Brajkovic, City Manager

CITY OF TONGANOXIE, KANSAS

APPLICATION FOR PRELIMINARY PLAT AND FINAL PLAN APPROVAL

Requested Action	Fee Paid	Date Rec'd	Date Published	Hearing Date
<input checked="" type="checkbox"/> Preliminary Plat	_____	_____	_____	_____
_____ Street & Storm Sewer Plan	_____	_____	_____	_____
_____ Sanitary Sewer Plan	_____	_____	_____	_____
_____ Waterline Plan	_____	_____	_____	_____
<input checked="" type="checkbox"/> Final Plat	_____	_____	_____	_____
<input checked="" type="checkbox"/> Site Plan	_____	_____	_____	_____
<input checked="" type="checkbox"/> Landscaping Plan	_____	_____	_____	_____

Name of Development Casey's Subdivision No. 2

General Location Southwest Corner of US 24 Highway and South Park Drive

**Applicant:**

Name: Casey's Retail Company Contact: Britni Andreassen

Address: 1 SE Convenience Blvd, Ankeny, IA 50021

Phone/Fax: \_\_\_\_\_

E-mail address britni.andreassen@caseys.com

**Owner Developer:**

Name: Peak Tong, LLC Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Engineer:**

Name: SBB Engineering, LLC Contact: Jeff Laubach

Address: 101 S Kansas Avenue

Phone/Fax: 785-215-8630

E-Mail Address jeff.laubach@sbbeng.com

**SUBDIVISION INFORMATION:**

- Gross acreage of plat: 3.53 Acres Preliminary Plat.
- Total number of lots: 2 Lots for Preliminary Plat. 1 Lot for Final Plat  
Residential \_\_\_\_\_ Business ☒ Industrial \_\_\_\_\_ Other \_\_\_\_\_
- Existing zoning General Business District Proposed zoning General Business District (No Change)



THE owner herein agrees to comply with the subdivision regulations for Tonganoxie, as amended, and all other pertinent ordinances or resolutions of Tonganoxie, and statutes of the State of Kansas. The undersigned further states that he is the owner of the proposed for platting.

OWNER'S SIGNATURE

Ben Paige  
Benjamin Paige

OFFICE USE:

RECEIVED BY \_\_\_\_\_

Date \_\_\_\_\_ Fee Submitted \_\_\_\_\_

## GENERAL INFORMATION

This general checklist is provided only to aid the understanding of the plat and plan approval process. The plat and plan approval process is detailed in the subdivision regulations. The subdivision regulations are available online at [www.tongie.org](http://www.tongie.org) or at City Hall. It is the responsibility of the applicant and/or his representative to meet all of the regulations applicable to this subdivision.

The Tonganoxie Planning Application and Review Schedule will be followed to allow time for staff review and a public hearing. A public hearing on the proposed plat will be held before the Planning Commission. When a plat is submitted, public notice must be published in the official paper of Tonganoxie, Kansas, giving the name of the subdivision, owner, legal description, location and approximate acreage.

Approval of the Preliminary Plat does not constitute final approval or acceptance of the subdivision by the City Planning Commission or authorization to proceed with the construction of improvements within the subdivision, but shall constitute approval of the general layout.

The approval of the Preliminary Plat shall only be effective for one (1) year, unless the Planning Commission grants an extension. The Planning Commission may not grant an extension for a period in excess of one (1) year. If the final plat has not been submitted for approval within this period, a Preliminary Plat must be re-submitted for Planning Commission approval.

When the Final Plat has been approved by the City Council, the developer shall supply 3 copies of the plat on reproducible drafting film and 11 blue-line copies for proper signatures. The developer is responsible for filing the Final Plat with the Register of Deeds in Leavenworth County.

After receiving the recorded final plats and a performance bond or irrevocable letter of credit from the developer, he may proceed with the installation and construction of the required improvements. Building permits will be issued after improvements have been completed and approved by the City Engineer.

The developer shall file performance and maintenance bonds with the City.

As built plans, profiles and cross sections of the required improvements shall be filed with the City Engineer.

**See complete information in the Subdivision Regulations:**

**Section S-2 Preliminary Plat Procedure and Content**

**Section S-3 Final Plat Procedure, Content, and Action by the Planning Commission**

**Section S-4 Minimum Subdivision Design Standards & General Requirements**

**Section S-5 Improvements and Improvement Plan**

**Site Plan Review Standards and Site Review Committee**



### **Preliminary Plat Checklist**

- Submit a minimum of 6 copies
- Current Title Report - no more than 3 months old & a certificate of title verifying ownership no more than 30 days old
- Review: See Planning Application & Review Schedule for submittal dates. Staff review will include Planner, Administrator, City Superintendent, Engineer, Fire Chief, Police Chief and Building Inspector
- Fee: See Application Fee schedule for current fee amounts as established by the City Council. Costs incurred by the city for review of revised plats will be billed to the applicant.
- Checklist:
  - ☐ Clearly marked "Preliminary Plat"
  - ☐ Name of subdivision (If replatting, original plat must be referenced in title)
  - ☐ Name & address of owner, and name, address and registration of the engineer and/or surveyor preparing the plat
  - ☐ Surveyor's seal, signature & date--see KS Minimum Standards for Boundary Surveys
  - ☐ Date completed, Scale, North point, Key map
  - ☐ Legal description--including section, township, range and meridian
  - ☐ Drawing to scale of platted area, dimensioned and tied to at least 2 section corners
  - ☐ Contours at a minimum of 2 foot intervals
  - ☐ Names and location of adjacent owners and subdivisions
  - ☐ Location and dimension of property lines, streets, alleys, easements, buildings, utilities, watercourses and other items that will affect the plat
  - ☐ Existing & proposed zoning
  - ☐ Location and elevation of 100 year floodplain and floodway boundaries
  - ☐ Layout, number and dimensions of proposed lots and building or setback lines
  - ☐ Location, width & dimensions of all lands proposed for dedication to public use including easements
  - ☐ Proposed names for streets
  - ☐ New utilities--method and timeline for all installations proposed, 3 copies of preliminary layouts of the street paving and all utility lines and all appurtenant work such as manholes & fire hydrants, utility lines and power poles
  - ☐ Written & signed statements from City-County Health Department stating approval of lot sizes and type of sewage system if not connecting to the city sewer system.
  - ☐ Written & signed commitments of utility availability from appropriate Utility officials gas, electric, telephone, water, cable.
  - ☐ Restrictions proposed for the plat in the Owner's Declaration of Plat.



### **Final Plat Checklist**

Submit a minimum of 4 copies of the Final Plat, 1-11x17 copy, 1 address map, with required signatures and professional certifications for review by the Planning Commission.

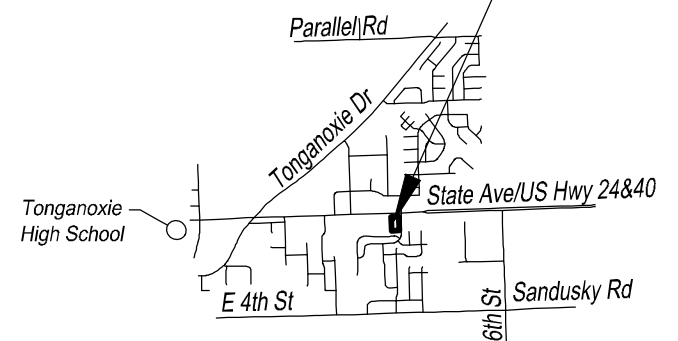
- Review: See Planning Application & Review Schedule for submittal dates. Staff review will include Planner, Administrator, City Superintendent, Engineer, Fire Chief, Police Chief and Building Inspector
- Fee: See Application Fee schedule for current fee amounts as established by the City Council. Costs incurred by the city for review of revised plats will be billed to the applicant.
- Checklist:
  - ☐ Clearly marked with legal description
  - ☐ Boundary lines marked with accurate distances & angles
  - ☐ Mark highways, streets, alleys with width and names
  - ☐ Outline of property dedicated for public use
  - ☐ Lines of departure from one street to another
  - ☐ Lines adjoining property and lines of adjoining streets with width & names
  - ☐ All lots designated by numbers or letters
  - ☐ All streets avenues and other grounds by names , letters or numbers
  - ☐ Location & widths of building lines on front & side streets
  - ☐ Location & widths of utility easements, easements for future construction and easements for drainage purposes.
  - ☐ All dimensions both linear & angular for locating boundaries
  - ☐ The radii, arcs, chords, points of tangency and central angles for all curvilinear streets and radii for rounded corners
  - ☐ Location and description of survey monuments and bench marks
  - ☐ Subdivision name, Clearly marked as Final Plat, Points of compass, and names of every owner or subdividers
  - ☐ Reference to Private restrictions and trusteeships if on a separate instrument
  - ☐ Plat Restrictions, dedication of public use, granting of easement acknowledged by owners
  - ☐ Signature lines & verification of owners
  - ☐ Signature lines for Land Surveyor or Licensed Professional Engineer of the State of Kansas
  - ☐ Signature lines for Chairman & Secretary of the Planning Commission
  - ☐ Signature lines for City Engineer
  - ☐ Signature lines for Mayor and City Clerk
  - ☐ Signature lines for Register of Deeds
  - ☐ Signature line for the County Surveyor
  - ☐ True north point, graphic scale, & date



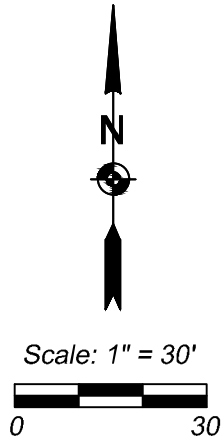
# FINAL PLAT CASEY'S SUBDIVISION NO.2

A TRACT IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH,  
RANGE 21 EAST OF THE SIXTH P.M. IN LEAVENWORTH COUNTY, KANSAS.

PROJECT LOCATION



LOCATION MAP  
NTS



Basis of Bearings:

The bearings shown on this plat are based on NAD 83 Kansas State Plane, North Zone datum.

Bench Marks:

The vertical datum is NAVD 88 and was derived from OPUS resolutions:  
BM 202: Chiseled square at the Northwest corner of concrete curb inlet on the East side of South Park Drive, approximately 190.5' North-Northeast of the Southeast corner of Subject Tract. Elev. = 912.61  
BM 203: Chiseled square at top Southwest corner of concrete traffic signal base in the Southwest quadrant of the intersection for South Park Drive and State Avenue, near the Northeast corner of Subject Tract. Elev. = 915.92

## LEGEND

- △ Found Section Corner, as noted
- Found 5/8" Rebar w/ plastic Strick KSPS 1373 ID Cap
- Found 1/2" Rebar w/ Plastic PLS 610 ID cap, in concrete
- Monument as noted, set in concrete
- BM ♦ Bench Mark
- (M) Measured
- (D) Described
- (P) Plat
- (C) Calculated
- Inv Invert Elevation

APPROVED BY THE CITY OF TONGANOXIE PLANNING COMMISSION  
Leavenworth County, Kansas  
On this date: \_\_\_\_\_

Monica Gee  
Chairman

Lindsay Huntington  
Secretary

STATE OF KANSAS  
COUNTY OF LEAVENWORTH, SS:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid came \_\_\_\_\_, of Casey's Retail Company, who is personally known to me to be the same person(s) who executed, the within instrument of writing.

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

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

RIGHTS OF WAY AND EASEMENTS ACCEPTED BY THE CITY OF  
TONGANOXIE  
Tonganoxie, Kansas  
On this date: \_\_\_\_\_

Attest:

David Frese  
Mayor

Lindsay Huntington  
City Clerk

Brian Kingsley, City Engineer

COUNTY SURVEYOR:  
I hereby certify that this document has been reviewed by me and is being filed for survey information only.

Dan Baumchen \_\_\_\_\_ Date \_\_\_\_\_

FILING RECORD  
State of Kansas  
County of Leavenworth

This is to certify that this instrument was filed for record in the office of the Leavenworth County Register of Deeds on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and is duly recorded at \_\_\_\_\_ AM/PM in Plat \_\_\_\_\_

Terrilois G Mashburn  
Register of Deeds

## SUBDIVISION DESCRIPTION:

A tract in the East Half of the Northwest Quarter of Section 10, Township 11 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas, being the East 200 feet of the tract described on a Warranty Deed recorded as Document # 2024R06439, and being more particularly described by Patrick Leo LaFontaine, PS 1690, on May 6, 2025, as follows:  
**COMMENCING** at the Northeast corner of said Northwest Quarter; thence S88°42'33"W (State Plane Bearing) along the North line of said Northwest Quarter a distance of 244.99 feet; thence S01°39'10"E a distance of 131.63 feet to a point on the South right of way line of U.S. Highway 24/40 as described in District Court Case No. 29810, and the **POINT OF BEGINNING**; thence N87°59'45"E along said U.S. Highway 24/40 right of way a distance of 200.00 feet to a point on the West right of way line of South Park Drive per the Final Plat of "South Park Townhomes" recorded in Plat Book 14, Page 85; thence S01°39'10"E along said West right of way line a distance of 360.01 feet Measured (360.15 feet plat) to a point on the North line of the Final Plat of "Fall Creek Villas 2nd Plat" recorded in Plat Book 16, Page 26; thence S87°59'13"W along said North line a distance of 200.00 feet; thence N01°38'47"W a distance of 360.04 feet to the **POINT OF BEGINNING**. Containing 1.65 acres, more or less.

**DEDICATION:** Know all men by these presents that the undersigned owners to the above described tract of land have caused the same to be subdivided into lots, blocks and public ways which shall be known as CASEY'S SUBDIVISION NO. 2.

**NOTICE:** In the event there are other owners or those holding any proprietary interest in any land contained in this subdivision who do not appear and duly acknowledge this plat prior to the time of recording in the Office of the Register of Deeds, the plat shall be null and void.

**EASEMENTS:** Easements are hereby granted to the public as follows: "Utility Easements" to allow public utility providers, contractors, and authorized agents to locate, construct and maintain facilities to provide utility service to the public. All public utilities specifically including but not limited to water, gas, sewer, stormwater, and telecommunications may place or locate their facilities over, under and along the strips marked "utility easements". A temporary construction easement of 12-feet adjacent to the side of the utility easement is dedicated for the use of the public utilities while initial construction of the public utility's facilities are in progress."

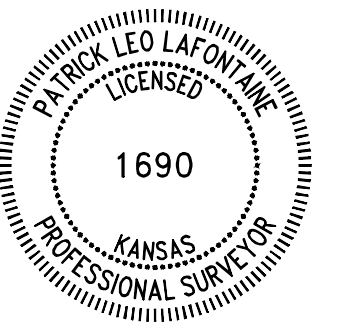
**STREETS:** The public ways (streets and roads) not heretofore dedicated, are hereby dedicated to the public. If any, temporary turn-around easements are hereby established as shown on the accompanying plat and shall be automatically vacated when streets are extended.

**FLOOD PLAIN NOTE:** According to the Flood Insurance Rate Maps "FIRM" Community Map Number 20103C0302G, effective date of July 16, 2015, Subject Tract is in Flood Zone "X", area of minimal flood hazard.

## CERTIFICATE OF SURVEYOR:

I hereby certify that the details of this plat to be correct to the best of my knowledge and belief, that all boundary corners of this subdivision of land have been monumented and that iron pins are set as shown on the attached plat this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Patrick Leo LaFontaine, P.S. 1690  
SBB Engineering, LLC  
101 South Kansas Avenue  
Topeka, Kansas 66603  
patrick.lafontaine@sbbeng.com



IN TESTIMONY WHEREOF, the owner, Casey's Retail Company, has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

STATE OF KANSAS  
COUNTY OF LEAVENWORTH, SS:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid came \_\_\_\_\_, of Casey's Retail Company, who is personally known to me to be the same person(s) who executed, the within instrument of writing.

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

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



**SBB Engineering, LLC**  
transportation·site development·surveying

101 South Kansas Avenue  
Topeka, Kansas 66603  
Ph: (785) 215-8630 / www.sbbeng.com

SBB Proj. No.:	24-114
Drawn by:	JEM
Checked by:	PLL
Date:	5/07/2025
Drawing No.:	

Sh. 1 of 1



---

## PLANNING STAFF REPORT

---

**Case #:** 2025-002P, Preliminary and Final Plat and Site Plan, Casey's

**Date of Report:** July 31, 2025

**Application:** Preliminary Plat & Site Plan  
*Application Date:* 5/7/2025 through 5/19/2025 (received by consultant via e-mail and updated 6/25 and 7/30/25)  
*Meeting Date:* 8/7/2025

**Action:** *A preliminary plat requires review and approval by the Planning Commission. If the preliminary plat meets the general layout and preliminary planning and design standards of the subdivision regulations, the Planning Commission shall approve the preliminary plat.*  
  
*A final plat requires review and approval by the Planning Commission. If the final plat is in substantial conformance with a preliminary plat and meets the city's technical and construction specifications, the Planning Commission shall approve the final plat. If there are any dedications of land for public purposes, they require acceptance by the City Council.*  
  
*A site plan requires review and approval by the Planning Commission. If the site meets the standards of the zoning district, and standards and criteria of the Site Plan Review Standards, the Planning Commission shall approve the site plan. Approval of a site plan makes the project eligible to apply for building permits.*

**Applicant Name:** Casey's Retail Company, Britni Andreassen

**Property Owner Name:** Peak Tong, LLC

**Subject Property**  
*Address:* (undressed parcel) southwest corner U.S. 24/40 & South Park Drive, Tonganoxie KS  
*Property Size:* 3.5 Acres  
*Zoning:* GBD - General Business District; undeveloped  
*Legal Description:* meets and bounds, unplatted

**Surrounding Property – Zoning and Use:**  
*West:* GBD - General Business District, undeveloped / unplanned  
*North:* GBD - General Business District, gas station / convenience store and vacant lot  
*East:* RR-2.5, undeveloped/unplanned (Leavenworth County); R-MF1, Duplexes  
*South:* PUD-R Planned Residential, Townhouses

**Recommendation:** Approval of preliminary plat; conditional approval of the final plat; and conditional approval of the site plan

## I. SUMMARY

This application includes a preliminary and final plat to create one 1.65 acre lot and a 1.87 acre remainder parcel, and a site plan to build a gas station and convenience store on the lot. The property is undeveloped and on the southwest corner of U.S. 24 /40 (State Avenue) and South Park Drive. The property is zoned GBD - General Business District and the proposed use is allowed in this zoning district.

## II. ANALYSIS – PRELIMINARY PLAT

The purpose of a preliminary plat is to show general and conceptual compliance with the City's subdivision design standards prior to completing final engineering and more technical drawings to divide lots and construct improvements. The preliminary plat is a coordinating document to guide the design and build out of development over time and to coordinate projects with other development in surrounding areas. In this case, the conceptual layout and detailed engineering are being submitted simultaneously

Plat applications must be reviewed against the following considerations (in bold italic text) as outlined by the City of Tonganoxie Subdivision Regulations, Section 4.1 and 4.2 Planning Commission shall approve the plat if it meets the City's criteria for the following required improvements:

- a. ***Street Systems - provision for the continuation of existing streets, connections to adjoin areas, and adequate internal streets; internal circulation; and proposed streets extended to the boundaries.***

This application does not involve any new streets and all access will be provided by existing streets. The property is part of a larger undeveloped area fronting on the south side U.S. 24/40 between South Park Drive and a stubbed drive opposite the north intersection of Laming Road and U.S. 24/40. A future connection of Laming Road on the west end of this area is in the city's long-range plans but is not directly impacted by this application. There are no other public streets in the city's long range plans affecting this application; however, K-DOT has conceptual plans for a system of frontage roads or reverse frontage roads to provide access to commercial properties fronting on portions of state highways similar to this area. Due to the nature of access on U.S. 24/40 it is anticipated that private streets and/or cross access easements are necessary for all property in this area. These streets or cross access easements will eventually need to connect or provide other access to all sites via South Park Drive and/or a future Laming Road connection to U.S. 24/40. The preliminary plat includes access from South Park Road at the far south end of the site, and this access continues across the platted lot stubbing to the remainder of the parent parcel. This addresses the street and connectivity issue for this lot, but at a future time when the remainder parcel or any other configurations of property to the west is coordinated in preliminary and final plats, a cross access easement will need to be continued across the undeveloped areas.

The plans for access and impacts on surrounding streets have been reviewed by the City Engineer. The City Engineer report dated July 30, 2025 notes specifically that K-DOT has specific comments regarding access to this site based on the proposed use and site plan. Specifically these regard the configuration and distance of the first right-in access south of U.S. 24 / 40 and the updated data on the Traffic Impact Study. Both the City Engineer report and the referenced

K-DOT comments (July 30, 2025) recommend resolution of these issues prior to approval, and the applicant anticipates updating this information prior to the Planning Commission hearing. Staff will be prepared to advise the commission of the status and resolution of these issues. .

***b. Lots – the lot arrangement provides building sites meeting the standards of the city regulations and proposed zoning.***

All lots in the preliminary plat have the potential to provide building sites conforming to City zoning requirements and the GBD zoning for the property. The GBD district requires lots to be at least 10,000 square feet and have at least 75 feet of lot frontage. The platted lot and the remainder parcel exceed this and are also typical of larger highway-oriented lots considering access and circulation issues. The remainder property can also meet the lot standards independently or potentially could be coordinated with development of other property to the west.

***c. Character of Development – Minimum requirements on the character of development (both within the proposed project and with surrounding property) may be required project.***

The proposed project generally meets the character of property on surrounding sites. This use and development pattern is consistent with the GBD standards and with the long-range land use plans for all property in the vicinity. The U.S. 24/40 commercial frontage does transition to residential development immediately to the south, so the design of this transition is important to development of the site and is addressed in the site plan standards and review criteria. The recommendations of the site plan regarding screens and buffers on property to the south could impact the width and/or location of the access easement and street along the south portion of this lot. However, generally the 60' access easement is sufficient to address access to this lot and to future potential development, and the details of the buffer and screen to property to the south deals more with the specific configuration of the access lane.

***d. Utilities and Easements***

The proposed utilities and easements appear acceptable at a planning and conceptual level. Approval of construction plans according to all city specifications is required for all improvements, and the City Engineer report is also associated with this staff report. The City Engineer Report dated July 30, 2025 and has not specific issues or comments regarding utilities and easements.

***e. Open Spaces and Community Assets – parks, school sites & other civic assets, other than streets.***

The proposed project does not include any public parks, school sites, or other civic assets and there are no plans identifying a need for these amenities in this location. When future connections and extensions of Laming Road are considered south of 24/40 (and west of this property), there are long-range plans affecting trail connections from the south and along U.S. 24/40. However, those are more related to the Laming Road conceptual designs, and should trail connections be needed through this area there are opportunities to incorporate that in the designs at a later date.

***f. Suitability of the Land***



The land is undeveloped but has been planned commercial use for several years. This is consistent with the City's long-range plans for this area.

### III. ANALYSIS –FINAL PLAT

The purpose of the final plat is to ensure compliance with specific engineering and construction specifications prior to the division and sale of land or the construction of any improvements. Section 3.3 of the Tonganoxie Subdivision Regulation require the Planning Commission to review all Final Plats for conformance with the regulations. In general, this involves substantial compliance with the approved preliminary plat, any conditions of that approval, and the following additional items required for the final plat.

- a. Letter from the City Engineer stating the final plat is substantially in accordance with the preliminary plat.
- b. Completed and approved plans, reviewed by the City Engineer, for streets, storm sewers and sanitary sewers.
- c. Proper format and content of the plat for recording with the county.
- d. An Address Plat conforming to the Tonganoxie Street Naming and Addressing Policy.

The Final Plat divides this property into one 1.65 acre lot with 200 feet of frontage on U.S. 24/40 and 360 feet of frontage on South Park Drive. It includes a 1.87 acre remnant parcel that could meet the lot standards independently or in coordination with future development of property to the west. The final plan is substantially in accordance with the preliminary plat, including all building lines, utility easements, and access easements and demonstrates a substantial likelihood to be able to meet the development and design standards applicable to this area according to GBD development standards. The detailed plans for stormwater and utilities have been reviewed by the City Engineer. The City Engineer report dated July 30, 2025 and recommends approval of the stormwater management plan as submitted. This property is not addressed and an address plat will need to be created at the time of recording.

### IV. ANALYSIS - SITE PLAN

Site plans are reviewed according to all of the applicable zoning district standards as well as Article 9 of the subdivision regulations (Site Plan Review Standards).

**Use:** The GBD district allows a wide range of commercial uses. It is the city's more intense and "highway oriented" of commercial zoning districts. This property (and other property in the vicinity fronting on U.S. 24/40) have been zoned GBD for several years. The proposed use as a gas station and retail convenience store is a permitted use in the GBD district.

**Development Standards:** The following are the GBD zoning standards

	GBD Standards	Proposed Project
<i>Lot Area</i>	10,000 s.f.	1.65 acres (76,002 s.f.)
<i>Lot Width</i>	75'	200' (U.S. 24/40) 360' (South Park Drive)

	GBD Standards	Proposed Project
<i>Height</i>	2.5 stories, up to 35'	21.33 +/-
<i>Front Setback</i>	30'	120' + (approximate) U.S. 24/40 110' + (approximate) South Park Drive
<i>Side Setback</i>	10' (20' if abutting residential)	25' (approximate) west
<i>Rear Setback</i>	30'	120' + (approximate) south
<i>Parking</i>	1 space per 250 s.f. (18 required)	16 spaces (2 in front of trash enclosure excluded) 20 queuing spaces associated with service areas
<i>Landscape</i>	Performance Criteria for) <ul style="list-style-type: none"> <li>• Aesthetics - site frontages, character, and area compatibility</li> <li>• Screening of site elements</li> <li>• Buffers for land use transitions</li> </ul> (See Site Design analysis)	<ul style="list-style-type: none"> <li>• Frontage landscape - none provided</li> <li>• Site landscape - none provided, other than structural screen on trash enclosure</li> <li>• Rear Buffer - combination of fence, evergreens, and shrubs</li> </ul>

The proposed plan meets all of the above development standards. The parking on the proposed site plan would be just short of the required spaces for ordinary retail businesses since the 2 spaces in front of the trash enclosure cannot be counted. However, due to the nature of this use and the substantial space for customers and cars queuing in the service areas staff believes there is adequate parking for the site compliant with the ordinance.

The layout of the site generally includes appropriate locations and space for landscape and buffers; however, the design details of these areas are addressed below in the with the design standards. Based on this, the 10' landscape area on the south side of the south access road should be revisited. The width of this road is exceptionally wide for the nature of its anticipated use and it could be narrowed. If this width is otherwise needed to provide service access and maneuvering for trucks accessing the site, then a portion of it could be shifted to the north in exchange for the large peninsula landscape areas between the road and the buildings, which are not serving any valuable site design purpose. The outcome of this spacing can be contingent on specific screening details.

See City Engineer report dated July 30, 2025 has specific recommendations regarding the design of the entrance and requirements to meet city and K-DOT standards (see detailed comments above with the streets and access analysis of the plat).

**Design Standards.** Article 9 of the Subdivision Regulations include the City's Site Plan Standards and Review Criteria. They apply to any new construction in industrial districts [1.2.1.1]. They specifically include standards below:

1. **Articulation of Wall and Roof Planes [3.1].** Buildings more than 2,000 square feet are required to have a 3-to-1 ration of facade articulation, meaning a building should not be more than 3 times its height wide, without offsets. The intent of this standard is to break up large expanses of walls and to add a three-dimensional quality to structures.

*The proposed building is approximately 4,300 square feet. The front elevation is approximately 100 feet long and 21' feet high. The facade is broken up into vertical elements - a main / center portion of approximately 60 linear that includes the taller sign panel, main entrance and banks of windows, and two lessor wings of approximately 20 liner feet that are approximately 18 feet*

*high. This provides appropriate proportions and breaks up the massing of the wall plains compliant with the design standards and the 3:1 ratio.*

2. **Cladding and Roofing Materials [3.2].** Walls visible from the street should be clad in masonry (stone, brick, decorative concrete block, stucco, or gypsum concrete), glass (curtain walls or glass block), wood (board and bat, clapboard, or paneling - painted).

*The application includes detailed elevations proposing a mostly masonry brick building with aluminum, aluminum composite, and steel accent materials. The cladding and roofing materials comply with the design standards.*

3. **Visual Elements [3.3].** Retail or office portions buildings in the GBD district required 50% of ground floor level face and 25% of facade second floor, overall sidewalk to be detailed with visual elements allowing visual penetration to the interior or for larger buildings other visual elements to break up monotonous or impersonal facades.

*The front facade provides approximately 20% transparency focus on the main / central portion of the storefront. The two side wings also have a small amount of windows. The facade is broken up in 3 other significant ways to meet the intent of this standard: (1) the overall massing of the building is broken into 3 distinct bays - the central main mass, and two sub masses on either side; (2) vertical accent columns of stone veneer are provided at these breaks; and (3) the brick patterns (soldier course), caps and cornices, and main wall sign panel provide horizontal breaks in each facade portion. The side and rear elevations do not include any windows but have doors and other facilities that serve a more utilitarian purpose, and they maintain the same material treatments that break up the main walls although to a lesser extent. Although each facade does not have the recommended 50% and 25% transparency respectively, the design meets the overall intent of the guideline to provide a transparent facade and to add visual interest to all elements of the building visible from public spaces.*

4. **Color / Patterns / Textures for Facades and Street Walls [3.4].** Colors, patterns and textures of exterior buildings or coatings are to be compatible with existing surroundings. Extremely bright or fluorescent colors should be avoided.

*The application includes detailed elevations that generally include the following:*

- *Brick main wall*
- *Soldier Cours brick accents (color - Redstone Antique)*
- *Cultured stone columns and details (color - Ashlar Casey's Gray)*
- *Steel and aluminum accent details - doors, caps, flashing, etc. (color Medium Bronze, Brown and Tan)*
- *Storefront sign panel system (color - Red)*

*Much of the surrounding area is undeveloped and there are no particular characteristics in the immediate vicinity that should be a concern regarding compatibility and character. The material texture and color schemes are acceptable and meet the design standards.*

5. **Axillary Elements [3.5].** Screening of mechanical equipment, trash, or loading areas for commercial buildings should be to the rear or otherwise create from the street or residential areas.



*Auxiliary elements are generally appropriately screened, except as noted in the overall review of the landscape plan. The loading and service areas are located on the north side of the building, away from the sensitive residential buffer. The trash enclosure is on the south side but is substantially setback from the south property line and it is enclosed with a structural screen that is compatible with the architecture of the building. The ground level equipment for the service station area and internal circulation/parking is located along the frontage of South Park Drive, and there are opportunities for low level screening to define and soften this edge. However, in view of the overall landscape plan opportunities to further soften the visibility of these areas from the surrounding streetscapes should be explored.*

6. ***Landscape [4.0 and Section 14-011.A. - G., and Section 24-012 and -013.C].*** A landscape plan is required to demonstrate compliance with specific requirements and with the general performance standards and design goals of the site design standards. These generally involve the following
- Contribute to the aesthetic appearance of the site and character of the surrounding area using landscape to provide accents, defined edges and pathways, and compliment the frontages and public spaces related to the site, and coordinate with environmental features.
  - Safeguard the natural environment against adverse impacts from development.
  - Buffer and screen appropriately both more intense site elements (service areas, trash enclosure, ground level equipment, parking and circulation) and appropriate land use transitions particularly commercial and residential transitions. Service stations and convenience stores with fuel pumps rate on a “high intensity” of use requiring a level 4 screen when abutting 2- and 3-family dwellings ant townhomes (Level 2 or “low” intensity)

*An original landscape plan was insufficient to meet the stated goals. Staff suggested revisions to address the following areas of the landscape plan, in addition to the south buffer / tranistion area:*

- *Frontage plantings along U.S. 24/40 and South Park Drive;*
- *Internal Landscape - look for any opportunities to soften visibility of service areas, and provide stormwater / infiltration with trees in larger landscape areas.*
- *South Buffer - address 3 levels of screening in association with the fence.*

*A revised landscape plan dated June 3, 2025 was submitted and meets the design standards and goals, and addresses staff’s specific areas of concern. However, to ensure the proper installation, performance, durability, and long-term success of landscape investments, the species should be amended to the following:*

- *Replace red maple with swamp white oak or hybrid elm*
- *Replace euonymus with viburnum or other shrub (remove invasiveness concerns associated with “burning bush”)*
- *Replace hameln gran with Northwind switch grass (greater height and durability)*

7. ***Parking [14-016; 20-010, 011 ].*** The GBD district requires 1 space for every 250 square feet of buildings and the parking shall be setback 10’ from the property lines. Parking slots of more than 6 spaces require painted lines or curbs (20-101.F.). All parking shall be surface with a bituminous or concrete pavement meeting the standards and specifications of the City. Parking more than 10 spaces are to be illuminated according to city standards.

*The proposed building requires 18 parking spaces and there are 16 shown on the site plan. The two in front of the trash enclosure do not count for parking. However, the site plan includes over 20 queuing areas for the service station portion of the site, plus adequate stacking and circulation for vehicles around the service area. Due to the nature of this use and the substantial space for customers and cars queuing in the service areas staff believes there is adequate parking for the site compliant with the ordinance.*

*The lighting plan submitted with the application appears to meet the ordinance requirements and performance standards. However, the city reserves the right to enforce against any lighting outcomes where the effect is non-compliance with the standards or otherwise causing a nuisance to adjacent property or safety concerns within public rights of ways.*

8. **Stormwater [5.0].** Section 5.0 includes a variety of stormwater standards and performance criteria to be administered by the City Engineer. It includes provisions for engineering studies, stormwater management plans, or waivers of requirements for projects under certain thresholds.

*The City Engineer reviewed this project and recommends approval of the stormwater management plan as submitted (see July 30, 2025 report).*

- 9 **Sign Standards. [25-013, -014, and 017]** Signs need to meet all standards of the sign ordinance. Pylon signs are limited to specific design and spacing standards in the U.S. 24/40 corridor requiring Planning Commission approval.

The application includes 3 specific signs - a building front sign, canopy signs over the service station, and a monument sign. All of these signs meet the sign standards and will be eligible for sign permits from the city, except that the monument sign contains a unique design that requires interpretation and/or exception from the Planning Commission. The sign ordinance requires that all signs along the U.S. 24/40 sign be either monument signs (a low sign with a single base) or pylon signs (a higher profile sign with two separate masonry or other decorative bases. Essentially this standard prohibits more conventional pole signs - i.e. a taller sign on a single narrow support. The applicants sign is a hybrid - although it is featured more like a monument sign, it is taller than the monument sign standard; and although it is shorter than an allowed pylon sign it does not have two support structures. However it does have a single masonry support structure meeting the intent of both signs, and is definitively not a "pole sign". This sign is similar to the sign used on the Casey's on the west side of town. All other sign dimension, locations, and heights are compliant with the sign standards. Provided the Planning Commission agrees with this interpretation and it meeting the intent of the sign standard, staff recommends approval of the sign concepts subject to final and formal permitting review and approval.

## **V. EFFECT OF DECISION**

The Planning Commission may approve, conditionally approve/modify or deny a plat application. Any denial or conditional approval/modification must specifically state the reasons for the decision and requirements to meet the Commission's approval.

The approval of the preliminary plat does not constitute final approval or acceptance of the subdivision by the City Planning Commission or authorization to proceed on construction of the improvements within the subdivision but shall constitute approval of the general layout. Approval of a preliminary plat is valid for one year, within which time a final plat shall be submitted. Denial of a preliminary plat may be appealed to the City Council. In this case, the revised preliminary plat is associated with a complimentary final plat due to the circumstances of the last-approved preliminary plat and the scale and routine nature of the final plat.

Approval of a final plat authorizes the applicant to proceed with final design and construction of required improvements and after acceptance of any lands dedicated for public purposes by the Council, authorizes recording of the plat with the county. Upon receipt of a certified and recorded final plat by the City and a performance bond or irrevocable letter of credit, the City may authorize installation and construction of required improvements. Upon installation of improvements, the applicant may apply for building permits.

Approval of the site plan authorizes the applicant to proceed to building permits. Prior to issuance of these permits the applicant must construction documents demonstrate compliance with all standards of the City, demonstrate compliance with the approved site plan, and compliance with any conditions of the site plan approval. If the site plan is not approved by the Planning Commission, the applicant may appeal this decision to the City Council.

## **VI. RECOMMENDATION**

Staff recommends approval of the preliminary plat, conditional approval of the final plat subject to the City Engineer comments, and conditional approval of the site plan subject to the City Engineer and City Planner comments.

Specifically, these comments are:

1. *City Engineer Comments - July 30, 2025 Report*
  - a. Site plan:
    - (1) The proposed sanitary sewer tap/connection needs to be inspected by city staff and is subject to standard sanitary sewer details.
    - (2) Water main extension inspected by city staff.
    - (3) Turning radii approved by fire for emergency access.
  - b. Stormwater Detention Plan -No outstanding comments
  - c. Traffic Safety / TIS - recommend approval of the TIS contingent upon resolution of outstanding KDOT issues identified in their 7/30/25 comments - specifically:
    - (1) Verification and proper distance and dimensions of the right in access.
    - (2) Update and verification of TIS information, prior to final approval of TIS by KDOT
2. *City Planner Comments*
  - a. A revised landscape plan shall be submitted and subject to sign-off by the city landscape architect as authorized through the City Manager. The revised plan should substantially address the three focus areas in the same manner as the revised June 3, 2025 plan with the following species amendments:
    - Replace red maple with swamp white oak or hybrid elm

- *Replace euonymus with viburnum or other shrub (remove invasiveness concerns associated with “burning bush”)*
- *Replace hameln grass with Northwind switch grass (greater height and durability)*



---

Chris Brewster  
Contract City Planner



# MEMO

**To:** George Brajkovic, City Manager  
City of Tonganoxie

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

**From:** Brian Kingsley, City Engineer  
David Hamby, Reviewing Engineer

**Date:** July 30<sup>th</sup>, 2025

**Re:** Casey's Site Review  
25-1001L

---

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

**Preliminary and Final Plat (dated: 2025-05-07):**

- 1) No Preliminary or Final Plat specific comments are provided.

**Recommended Action:** We recommend approval of the Preliminary and Final Plat contingent upon resolution of outstanding issues identified in Site Plan, Stormwater Detention Plan and Traffic Study review are resolved.

**Site Plan (comments will be provided in future review):**

- 1) The proposed sanitary sewer tap/connection needs to be inspected by City staff. Coordinate/request this inspection through the City Superintendent, Kent Heskett.
  - a. See attached City standard sanitary sewer details.
- 2) The proposed public water main extension needs to be inspected by City staff. Coordinate/request this inspection through the City Superintendent, Kent Heskett.

**Recommended Action:** We recommend approval of the Site Plan contingent upon resolution of outstanding issues identified in the Traffic Study review are resolved.

**Traffic Study (2025-07-10 traffic study):**

- 1) KDOT comments are attached (provided 2025-07-30).

**Recommended Action:** We recommend approval of the Traffic Impact Study contingent upon resolution of outstanding issues identified by KDOT.

**Stormwater Management Plan (plan dated 2025-07-27):**

- 1) No outstanding comments.

**Recommended Action:** We recommend approval of the Stormwater Management Plan as submitted.

--END

For questions or comments, please contact:

**Brian Kingsley, PE**

President

T: 785.691.8978

E: [brian.kingsley@bgcons.com](mailto:brian.kingsley@bgcons.com)



July 10, 2025

Mr. Jeff Laubach, P.E.  
Schmidt, Beck & Boyd Engineering, LLC  
101 S Kansas Avenue  
Topeka, KS 66603

RE: Casey's Traffic Impact Study – Tonganoxie, KS

Dear Mr. Laubach:

Below are our responses to the comments from the Kansas Department of Transportation. The page numbers reference the page of the pdf document in which comments were provided.

Page 4:

1. With several auxiliary lanes and tapers

*This information has been added. - Addressed RPB 7/30/25*

2. The highlighted is not true. KDOT's design access control map show partial access control.

*This information has been added. - See additional comments RPB 7/30/25*

3. For WB traffic and from 50 to 65 for EB traffic.

*This information has been added. - Addressed RPB 7/30/25*

4. With auxiliary lanes

*This information has been added. - Addressed RPB 7/30/25*

5. What is the distance from the north side of the RIRO entrance to the edge of traveled way on US-24?

*This information has been added. - See additional comments RPB 7/30/25*

Page 5:

6. KDOT Area Office does not agree with the Pass-By analysis. First, the rates being used are on the high side of what is allowed. The rates that should be used (which are more realistic) are between 25-40%, which is from research with these types of land uses from other DOT's. While these "pass by" trips may not



add overall traffic volume on the surrounding road network, the pass-by volume will impact operations at the entrances and particularly at the US-24/S Park Drive intersection adjacent to the property.

Could you please provide the research from other DOTs for our use? The rates used were based on the **average** rates provided by ITE (except for the AM Peak Hour of the Fast-Food Restaurant, which was mistakenly set at 35% instead of the average rate of 50%). The average pass-by rates have been used at other Casey's sites on the KDOT system (Cimarron, Council Grove, Junction City, Manhattan, Osborne, Ottawa, Plainville, Wamego) without comment. At other locations on the KDOT system, where adjacent street volumes are low, lower rates have been applied. If standards for this Area Office are different, please provide additional information for both this project and future reference.

*After further review, looks okay. Addressed RPB 7/30/25*

Page 6:

7. Using the values described above, these numbers would be significantly higher.

*See previous comment. - Addressed RPB 7/30/25*

Sheet 7:

8. Is this with Casey's traffic impact only? What about the fast-food to the west? It seems like Casey's plus a fast food development to the west would create some operational challenges in the current configuration of the intersection at US-24/S. Park.

*Yes - as stated in the report this scenario is for Casey's only. The full-buildout includes the fast food restaurant. Please refer to Figures 9 & 10 for Casey's only and 13-14 for the full build-out. No operational challenges are observed in the model. These figures also include the 95<sup>th</sup> Percentile queue for the turn lanes.*

*Addressed - RPB 7/30/25*

9. Same comment as above for the full build out condition.

*See above response. - Addressed - RPB 7/30/25*

Sheet 8:

10. Will this work for semi's that deliver fuel, soda, snacks, etc? May want to run AutoTurn to verify radius for delivery semis.

*Autoturn has been added as Figure 2A and 2B - Addressed - RPB 7/30/25*

11. Is this on US-24 at the intersection of US-24/South Park Dr? Also, I do not believe the assumptions on crash rate are right. Need to look into that further.

*Yes, on US-24. Which assumptions do you have concerns with? The assumed AADT (based on PM Peak hour being 10%) or the uniform AADT over 5-years?*

*After further review, looks acceptable. Addressed - RPB 7/30/25*

Sheet 9:

12. There are no adjustments needed to existing turn lanes on South Park?

*No adjustments are needed. The design queues from the full build-out scenario are contained in the existing turn lanes. - Addressed - RPB 7/30/25*



13. This report does not seem to address the existing turn lanes or turn lane storage on US-24 at the intersection with South Park Drive. Are there any improvements required (i.e. additional tapers, longer turn lane storage capacity, Etc) on US-24 EB or WB in the Casey's build and full build condition.

*Please refer to provided figures The north leg of the intersection is the only queue that is approaching capacity (for the southbound left), and it is also approaching capacity in the Existing AM Scenario (107'). It increases to 112' with Casey's and 114' with the fast-food restaurant.*

*- Addressed RPB 7/30/25*

Please contact let me know if there are any additional comments or if additional information is required.

Sincerely,

PRIORITY ENGINEERS, INC.



Kristin L. Skinner, P.E., PTOE  
President

## 1) INTRODUCTION

The purpose of this study is to examine the potential traffic impacts associated with the proposed Casey's Convenience Store to be located on the south side of US-24 / US 40 / State Avenue and the west side of South Park Drive in Tonganoxie, KS.

The study area is shown in Figure 1. The site layout is shown in Figure 2.

## 2) EXISTING CONDITIONS

The existing site is located in Leavenworth County, KS and is within the municipal limits of the city of Tonganoxie and, as such, is located in a "developed" area. A portion of the site has been previously used as a gravel parking lot. The remainder of the site is undeveloped.

US-24, within the study area, has a four-lane cross section with several auxiliary lanes and tapers, and with paved shoulders and an open drainage system. East of the intersection with South Park Drive, US-24 transitions from a posted speed limit of 65 MPH to a 50 MPH posted speed limit for westbound traffic and from 50 MPH to 65 MPH for eastbound traffic. The KDOT AADT gives an AADT 12,900 at the intersection with South Park Drive (2024). The KDOT Functional Classification Map depicts this facility as a functional classification of Minor Arterial. The Access Control Classification plan identifies this portion of US-24 as having Partial Access Control classification ~~and the KDOT Design Access Control map also identifies this route as having no access control.~~ KDOT has assigned this route an access route classification of Class C (part of the statewide arterial system and is integrated with A and B). This route is part of the NHS system and is part of a planned corridor with the US-24/US-40 Corridor Management Plan (2008).

Since US-24 is on the NHS, KDOT route classification would be Class B.

South Park Drive is an approximately 32' wide, two-lane facility with auxiliary turn lanes, and with curb and gutter and an enclosed drainage system. South Park Drive has a posted speed limit of 30 MPH. The Mid America Regional Council (MARC) has assigned South Park Drive a functional classification of Local Road by default.

The intersection of South Park Drive and US-24 is currently signalized.

The turning movement counts were performed between 7-9 AM and 4-6 PM on Wednesday April 23<sup>rd</sup> and Thursday April 24<sup>th</sup> of this year for the intersections of: US-24 and South Park Drive. The AM Peak Hour was found to be 7:00 to 8:00 while the PM Peak Hour was found to be 4:30 to 5:30. The traffic count data is found in Appendix II of this report. The AM and PM Peak Hour traffic volumes are shown in Figures 3 and 4 of Appendix I.

## 3) PROPOSED DEVELOPMENT

The proposed development will consist building a new Casey's Convenience Store on the eastern portion of the site initially, with the western portion of the proposed development site being developed at a later date. The proposed new Casey's building will be 4,569 SF in size and will have ten passenger vehicle fueling positions. The proposed site will have 18 parking stalls as part of the on-site parking lot. The proposed development utilizes the existing curb cut location near the south property line for the 35' wide, full access entrance. There will be an additional right in / right out (RI/RO) entrance located to the north of the full access entrance, approximately 100' south of US-24.

Needs to be a minimum of 115-feet to meet KDOT's Access Management Policy. Approximately does not cut it. We need to know an exact distance.

## Brian Kingsley

---

**From:** Jeff Laubach <Jeff.Laubach@sbbeng.com>  
**Sent:** Thursday, July 31, 2025 9:03 AM  
**To:** Dan Porter; Lindsay Huntington; George Brajkovic  
**Cc:** Britni Andreassen; Brian Kingsley; David Hamby; Joshua Bielinski; Ryan Barrett [KDOT]; Steven Taylor [KDOT]  
**Subject:** Re: Casey's General Store - Tonganoxie, KS  
**Attachments:** C-102 SITE PLAN-Tonganoxie, KS.pdf

All,

See attached revised site plan showing the right in at 115' clearance. I talked to Jesse and Kristin Skinner, they are on vacation until next Thursday. They acknowledge the route classification to be Class B.

These were the only two comments remaining for the TIS. Since the Skinners are on vacation, can the revised report be submitted next Thursday before the meeting. If the TIS needs to be resubmitted addressing these two items, let us know and they can resubmit the report working remote.

If the revised right-in geometry is acceptable, we will email out a revised civil set tomorrow to show the minor change to the right-in throughout the plan set.

The google drive appears to have all the latest information, specifically the stormwater study.

Thanks,



**Jeff Laubach, PE** | Principal

SBB Engineering LLC | [www.sbbeng.com](http://www.sbbeng.com) | Office: 785.215.8630 | Cell: 913.486.2101  
101 S Kansas Avenue, Topeka, KS 66603 | 3705 Clinton Parkway, Lawrence, KS 66047

---

**From:** Dan Porter <dporter@tonganoxie.org>  
**Sent:** Wednesday, July 30, 2025 4:35 PM  
**To:** Lindsay Huntington <lhuntington@tonganoxie.org>; George Brajkovic <gbrajkovic@tonganoxie.org>; Jeff Laubach <Jeff.Laubach@sbbeng.com>  
**Cc:** Britni Andreassen <britni.andreassen@caseys.com>; Brian Kingsley <brian.kingsley@bgcons.com>; David Hamby <david.hamby@bgcons.com>; Joshua Bielinski <Joshua.Bielinski@sbbeng.com>; Ryan Barrett [KDOT] <ryan.barrett@ks.gov>; Steven Taylor [KDOT] <steven.taylor@ks.gov>  
**Subject:** Re: Casey's General Store - Tonganoxie, KS

Hi Jeff,

I copied Ryan Barrett and Steven Taylor from KDOT on this message to you.

Ryan provided the two attached PDFs. Can you please review the comments and provide this thread with an updated TIS with the attached comments addressed? Once you can do that KDOT will be able to review and provide their approval.

In response to KDOT's request for additional information including the latest drainage study and site plan documents I also shared the revised/updated drainage study you provided to us earlier this week and some previous versions of the overall site plan and submittal to the KDOT team using the google drive link below.

[https://drive.google.com/drive/folders/1jAQzwFEZQ\\_Cuj3JNMuTQJOP3eNV4BIY3?usp=drive\\_link](https://drive.google.com/drive/folders/1jAQzwFEZQ_Cuj3JNMuTQJOP3eNV4BIY3?usp=drive_link)

Jeff, could you also please review the files in this google drive link and advise if I need to replace outdated reports or add any other submittal documents that were produced but not included in this folder? You should also be able to just upload new files into the google drive.

Thank you,

Dan Porter  
Assistant City Manager  
City of Tonganoxie

## 8/7/25 Draft Planning Commission Minutes

### 1. NEW BUSINESS

- a) Public Hearing: Consider Approval of Preliminary Plat for Casey's Subdivision No. 2 generally located at the Southwest Corner of US 24 Highway and South Park Drive in Tonganoxie, Kansas 66086
  - **Ms. Gee opened the public hearing.**
  - **No Members from the public addressed the Planning Commission during the public hearing.**
  - **Ms. Gee closed the public hearing.**
- b) Consider Approval of Preliminary Plat for Casey's Subdivision No. 2 generally located at the Southwest Corner of US 24 Highway and South Park Drive in Tonganoxie, Kansas 66086
- c) Consider Approval of Final Plat for Casey's Subdivision No. 2 generally located at the Southwest Corner of US 24 Highway and South Park Drive in Tonganoxie, Kansas 66086
  - Mr. Brewster delivered the staff report for the Preliminary Plat and Final Plat for the Casey's Subdivision No. 2 generally located at the southwest corner of US 24 Highway and South Park Drive.
  - Mr. Brewster stated staff recommend approval of both the Preliminary Plat and Final Plat.
  - **Mr. Brewington made a motion to approve the Preliminary Plat and Final Plat for Casey's Subdivision No. 2 generally located at the Southwest Corner of US 24 Highway and South Park Drive in Tonganoxie, KS 66086 subject to staff approval comments.**
  - **Ms. Bitler seconded the motion.**
  - **Roll call vote – All ayes, motion passed.**
- d) Consider Approval of the Site Plan Application for Casey's Subdivision No. 2 generally located at the Southwest Corner of US 24 Highway and South Park Drive in Tonganoxie, Kansas 66086
  - Mr. Brewster delivered the staff report for the Site Plan application for the Casey's Subdivision No. 2 generally located at the southwest corner of US 24 Highway and South Park Drive.
  - Mr. Brewster stated the Site Plan does meet all of the development standards and site design standards. Mr. Brewster stated staff does recommend approval of Site Plan.
  - Mr. Jeff Laubach with SBB Engineering address the Planning Commission. Mr. Laubach stated this site will not have a dedicated diesel lane and the building size will be approximately 200 square feet less than the existing store and have fewer fueling stations than the store on the west side of Tonganoxie. There will be an additional 10 feet between the canopy and the building and an additional 5 feet from the pumps and curb line compared to the existing store.
  - Ms. Britney Andrewson, Site Development Manager with Casey's, stated this location would have standard set of operational hours, which is typically 5:30 AM to 11:00 or 11: 30 PM. The store is offset a way from the property line, and the actual property line is approximately 60 feet or more from the neighbors to the South.
  - Mr. Brajkovic stated staff have had communication with the Fall Creek Homeowners Association and storm water, site access were concerns which have been addressed in the Site Plan. The Homeowners Association also submitted a petition for a sound attenuation wall of some kind which will be addressed with the combination of a fence and landscaping buffer.

- **Ms. Bitler made a motion to approve the Site Plan for Casey's Subdivision No. 2 subject to staff approval comments.**
- **Mr. Kirk seconded the motion.**
- **Roll call vote – All ayes, motion passed.**

DRAFT

**RESOLUTION NO. 08-25-01**

**A RESOLUTION APPROVING AND AUTHORIZING ACCEPTANCE OF DRAINAGE EASEMENT FOR 1201 STATE AVENUE.**

**WHEREAS**, Article 9 of the Subdivision Regulations of the Tonganoxie City Planning Commission (the "Subdivision Regulations") requires the dedication or grant of easements for all drainage system components to the City of Tonganoxie, Kansas (the "City"), while making clear that maintenance of all drainage system components within such easements are the responsibility of the individual property owner or development association;

**WHEREAS**, PURE GRIT, LLC, a Kansas limited liability company ("Grantee"), owns certain property commonly known as 1201 State Avenue (the "Property");

**WHEREAS**, Grantee proposes to construct a drainage system on the Property;

**WHEREAS**, the City desires to obtain a drainage easement, in substantially the form attached hereto as **Exhibit A** (the "Easement"), from Grantee; and

**WHEREAS**, the Governing Body has determined that it is advisable to accept the Easement from Grantee.

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

**Section 1.** The Governing Body hereby accepts the Easement in substantially the form attached hereto.

**Section 2.** The City Manager and other officials and representatives of the City, including the City Attorney, 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 AUGUST 18, 2025.**

**SEAL**

---

David Frese, Mayor

ATTEST:

---

Lindsay Huntington, City Clerk



**EXHIBIT A**

**Form of Drainage Easement**

[Attached on following pages.]

AFTER RECORDING, PLEASE RETURN TO:

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

---

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

1.    Title of Document:                   Permanent Drainage Easement
2.    Date of Document:               \_\_\_\_\_, 2025
3.    Grantor:                           Pure Grit, LLC, a Kansas limited liability company  
  1201 State Avenue, Tonganoxie, KS 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 **Exhibits A** and **B**
6.    Reference Book and Page(s): Document No. \_\_\_\_\_ **[reference administrative plat]**

## PERMANENT DRAINAGE EASEMENT

THIS INDENTURE is made as of \_\_\_\_\_, 2025 by PURE GRIT, LLC, a Kansas limited liability company with a mailing address of 1201 State Avenue, Tonganoxie, KS 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 non-exclusive drainage easement (this "Easement") for the location, construction, installation, relocation, reconstruction, inspection, operation, maintenance and removal of such storm water drainage facilities as may be necessary upon, over, under, across and through a portion (the "Easement Area") of that certain real property commonly known as 1201 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, relocate, construct, reconstruct, inspect, maintain and remove or authorize the location, relocation, construction, reconstruction, maintenance, inspection and removal of drainage improvements and similar facilities 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 that does not contain improvements lying between the Easement Area and public right-of-way for the purposes described herein.

The City shall be responsible for maintenance of enclosed drainage system components within public street rights-of-way only. Grantee shall be responsible for maintenance of all improved or natural channels, all overflow channels, detention facilities and enclosed drainage system components within public easements and all easements associated with drainage system components. The City will conduct periodic inspections of drainage systems. In the event that maintenance concerns are identified but left unresolved by Grantee, the City shall resolve those concerns and seek compensation from Grantee.

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 and entry upon the Easement Area for the purposes authorized by the terms of this Easement. 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 the City's 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 of 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.]*



## Exhibit A

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

*A tract of land in the Southeast 1/4 of Section 4, Township 11 South, Range 21 East, more fully described as follows: Beginning at a point 49.10 feet North from the Southeast corner of the Southeast 1/4 of said Section 4, said point being on the North right of way line of U.S. Highway 24-40; thence North 00 degrees East, 430 feet along the East line of said Southeast 1/4; thence South 89 degrees 33 minutes West, 350.00 feet; thence South 00 degrees West, 430.00 feet to the North line of U.S. 24-40 Highway; thence North 89 degrees 33 minutes East, 350.00 feet to the point of beginning, in the City of Tonganoxie, Leavenworth County, Kansas AND ALSO*

*A tract of land in the Southeast 1/4 of Section 4, Township 11 South, Range 21 East more fully described as follows: Beginning at a point 49.10 feet North from the Southeast corner of the Southeast 1/4 of said Section 4; thence South 89 degrees 33 minutes West, 524.23 feet along the North right of way line of Highway 24-40; thence North 00 degrees East, 446.66 feet to the Southerly right of way of County Road No. 5; thence North 56 degrees 01 minutes 23 seconds East, 632.15 feet along said right of way to the East line of said South 1/4; thence South 00 degrees West, 795.66 feet to the point of beginning.*

**LESS**

*A tract of land in the Southeast 1/4 of Section 4, Township 11 South, Range 21 East, more fully described as follows: Beginning at a point 49.10 feet North from the Southeast corner of the Southeast 1/4 of said Section 4, said point being on the North right of way line of U.S. Highway 24-40; thence North 00 degrees East, 430 feet along the East line of said Southeast 1/4; thence South 89 degrees 33 minutes West, 350.00 feet; thence South 00 degrees West, 430.00 feet to the North line of U.S. 24-40 Highway; thence North 89 degrees 33 minutes East, 350.00 feet to the point of beginning, in the City of Tonganoxie, in Leavenworth County, Kansas. LESS that part now platted as Lot 1, BLUE MOUNTAIN PARK PHASE 1.*

## **Exhibit B**

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

A Drainage Easement being a part of Lot 1, POLISHED AND DECORATIVE CONCRETE, a subdivision in the City of Tonganoxie, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on July 25, 2025, more fully described as follows: Beginning at the Northwest corner of said Lot 1; thence North 53 degrees 41'07" East for a distance of 192.32 feet along the North line of said Lot 1; thence South 36 degrees 18'53" East for a distance of 102.47 feet; thence South 43 degrees 27'17" West for a distance of 122.90 feet; thence South 01 degrees 35'06" East for a distance of 143.36 feet; thence South 88 degrees 24'54" West for a distance of 78.32 feet; thence North 46 degrees 27'36" West for a distance of 72.50 feet to the West line of said Lot 1; thence North 01 degrees 35'06" West for a distance of 153.48 feet along said West line to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

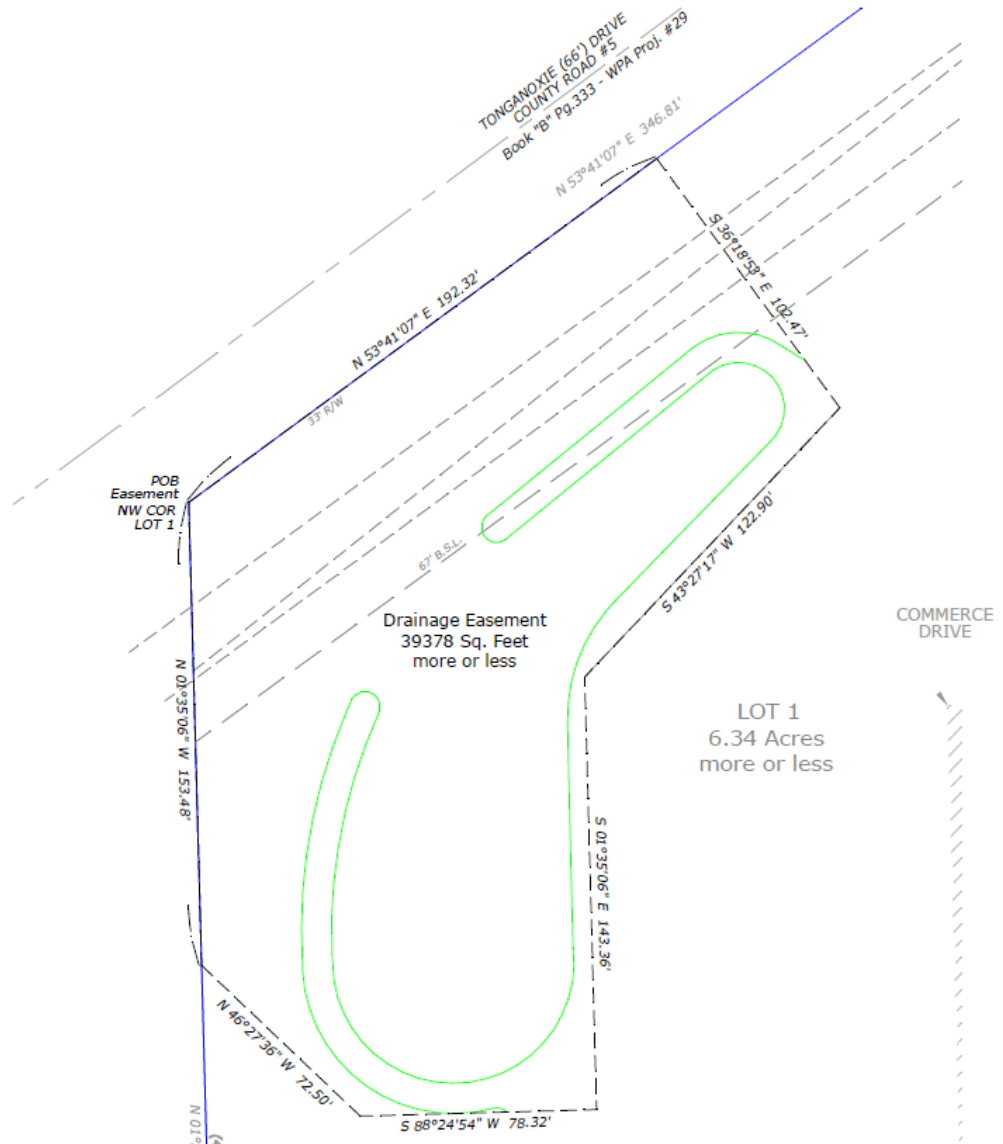
Said property contains 39,378 square feet, more or less.

[Depiction on following page.]

# EASEMENT EXHIBIT

LOT 1, DE FRIES-BROTHERSON INDUSTRIAL  
PARK, City of Tonganoxie, Leavenworth County,  
Kansas.

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY



Not to Scale

Job # K-23-1752  
July 30, 2025

**J. BERRING, Inc. (dba)**  
**BERRING**  
SURVEYING  
COMPANY

315 North 5th Street, Leav., KS 66048  
Ph. 913.661.3858 Fax 913.674.5361  
Email - survey@bcmcosh.com





## AGREEMENT CONSULTANT-CLIENT

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Tonganoxie, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Timber Hills Subdivision Speed Study
_____
Tonganoxie, Kansas
_____
_____

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

### SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

### 2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Brian Kingsley
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: George Brajkovic  
Address: 526 E. 4<sup>th</sup> Street  
Tonganoxie, KS 66086  
Phone: 913-845-2620

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: George Brajkovic  
Address: 526 E. 4<sup>th</sup> Street  
Tonganoxie, KS 66086  
Phone: 913-845-2620

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **Five Thousand and NO/100 Dollars (\$5,000.00)** plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment

of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**.

Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT

shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.



- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

## 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

## 5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

## 5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

## 5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

## 5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

## 5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

## 5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- 5.11 TITLES, SUBHEADS AND CAPITALIZATION
- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.
- 5.12 SEVERABILITY CLAUSE
- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.
- 5.13 FIELD REPRESENTATION
- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.
- 5.14 HAZARDOUS MATERIALS
- 5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.
- 5.15 AFFIRMATIVE ACTION
- 5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.
- 5.16 SPECIAL PROVISIONS
- 5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Tonganoxie, Kansas**

By: \_\_\_\_\_  
Printed Name: Brian Kingsley  
Title: President

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit 1 is for a traffic speed study on Sycamore Street in the Timber Hills Subdivision in Tonganoxie, Kansas, hereinafter referred to as "PROJECT".

CONSULTANT will provide the following services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. Collect the following traffic data.
  - a. Spot speed data on Sycamore Street in the Timber Hills Subdivision.
3. Field review the sight distance conditions along the streets in the Timber Hills Subdivision.
4. Review the construction plans from the subdivision design and construction to document original design speed considerations.
5. Perform an open records request for the latest 5-years of crash reports recorded in the PROJECT area.
6. Perform traffic engineering to include:
  - a. Evaluate the speed data collected and compare to current speed limit(s) within the Timber Hills Subdivision.
7. Based on traffic engineering analyses, provide recommendations for possible speed limit changes on Sycamore Street and/or implementation of traffic calming devices.
8. Prepare a Draft memo summarizing the data collection, traffic engineering analyses, findings and recommendations. Provide CLIENT with a PDF of the Draft memo for review and comment.
9. Attend one (1) meeting in Tonganoxie, KS with CLIENT to discuss the Draft memo.
10. After receiving Draft memo review comments from CLIENT, address review comments and provide a Final Draft of the speed study memo.

**END EXHIBIT 1**

**EXHIBIT 2**  
**COST AND SCHEDULE**

**A. FEE**

1. CONSULTANT will provide services in Exhibit 1 for a lump sum fee **Five Thousand and NO/100 Dollars (\$5,000.00)**. CLIENT will be invoiced in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.

**B. ESTIMATED SCHEDULE**

1. CONSULTANT will perform services in Exhibit 1 in an effort to meet CLIENT scheduling goals. Pending a Notice to Proceed from CLIENT on or before August 25, 2025, CONSULTANT anticipates data collection to be complete by September 26, 2025, Draft memo delivered to CLIENT for review within 15-days after receiving traffic data, and a Final memo delivered to CLIENT within 15-days after CLIENT provides CONSULTANT with review comments from the Draft memo.

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

Not used

**END OF EXHIBIT 3**

# CITY OF TONGANOXIE FINANCIAL REPORT

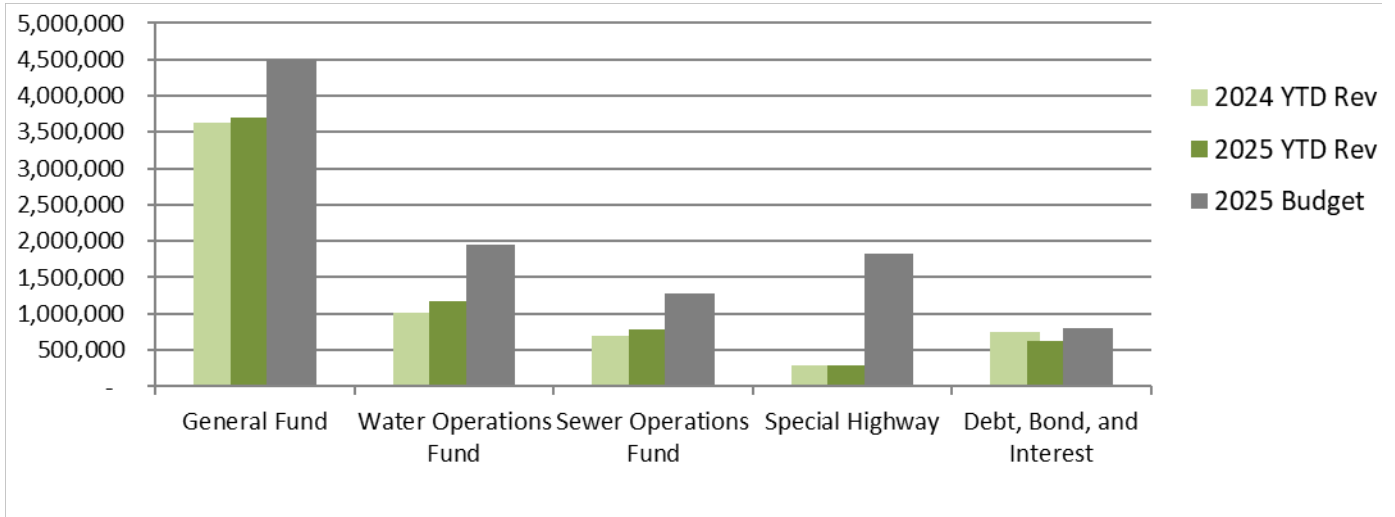
## JULY 2025

### EXECUTIVE SUMMARY

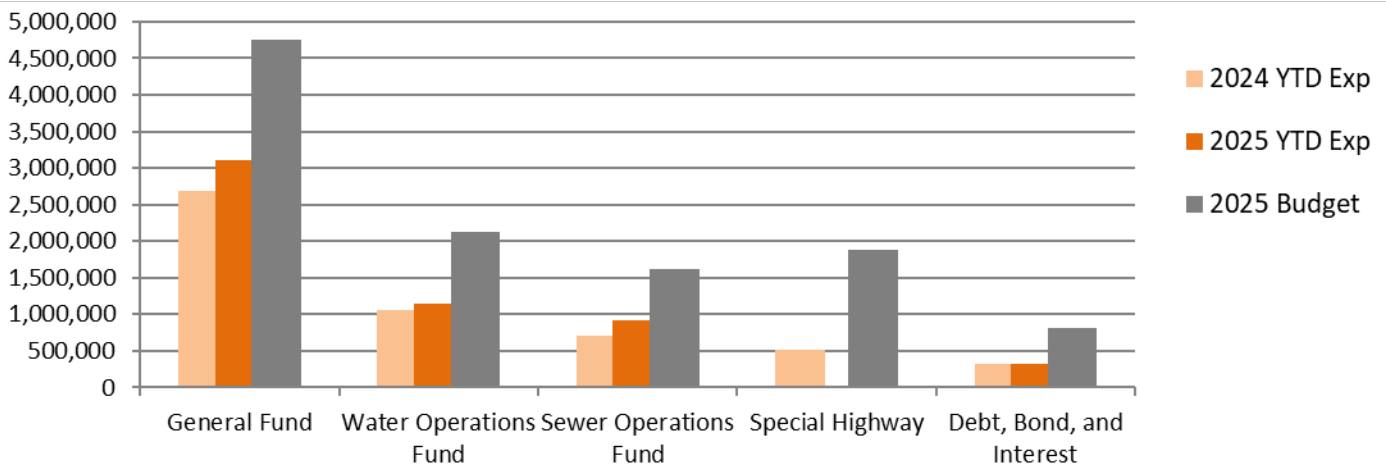
- 58% of FY 2025 completed as of July 31, 2025.
- Revenue and Expenditure Summaries for the City's Major Funds are shown on page 2 – 3 of the financial report.
- No debt service payments made this period.
- American Rescue Plan Act (ARPA) - The City currently retains \$370,458 in funds for future payment for the WWTP Improvements Project contract after expenditures of \$24,650 in February 2025 and \$0 in March – July 2025. Required reporting for “non-entitlement unit” local governments like the City of Tonganoxie was completed in April 2025 with the next report due in April 2026. In 2023 the City approved the spending obligation for all the City's remaining ARPA funds on a majority portion of the costs of the design engineering contract costs for the WWTP Improvements Project.
- To date, no funds have required mid-year budget amendments in 2025. Staff will continue to monitor fund activities to determine if presenting any mid-year amendments are necessary.



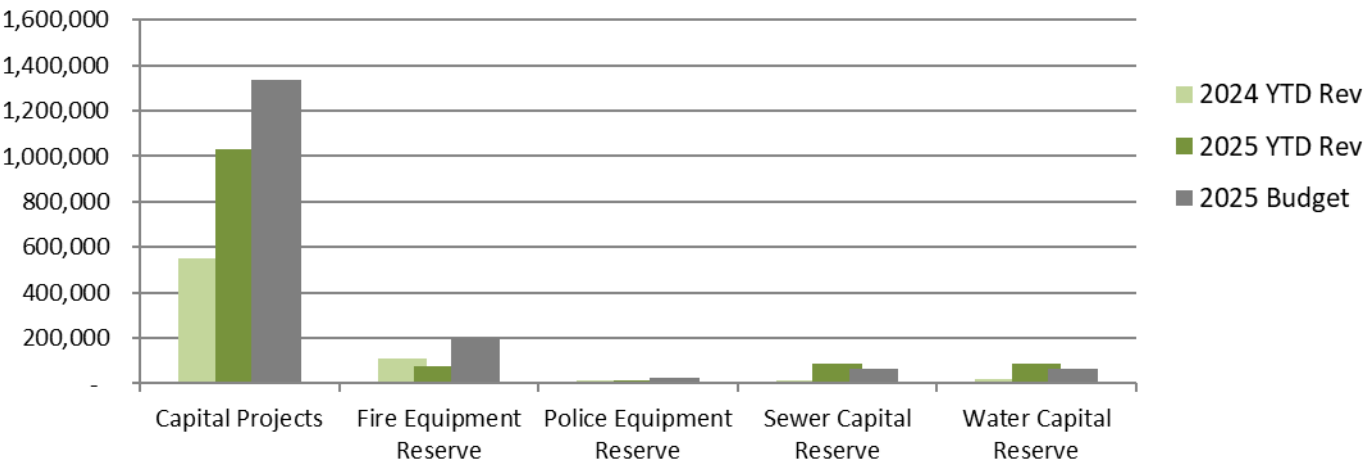
# Major Fund Revenues



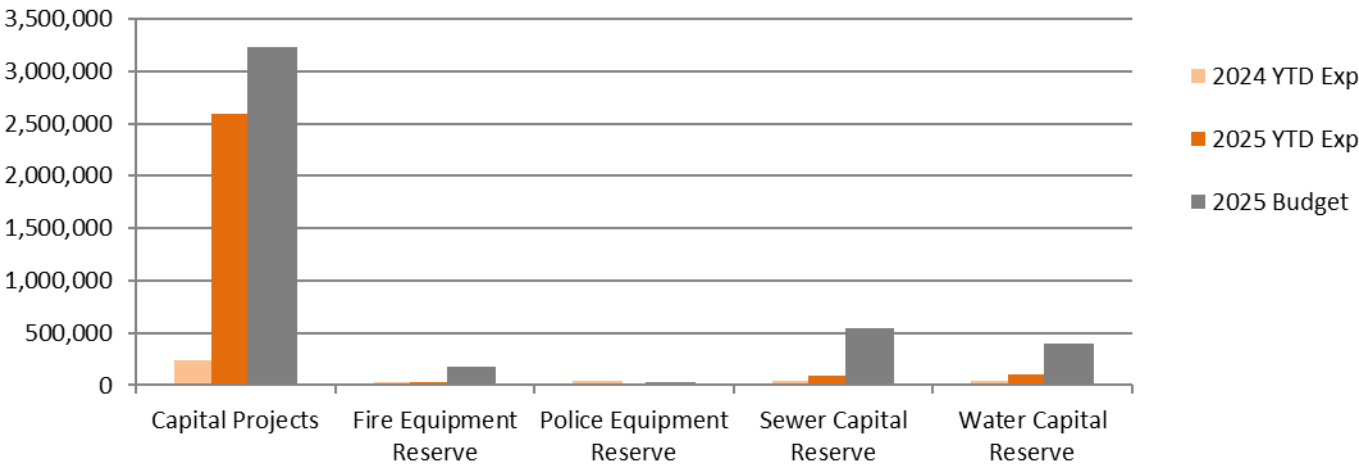
# Major Fund Expenditures



# Utility & Non-Utility Capital Funds Revenues



# Utility & Non-Utility Capital Funds Expenditures



# MAJOR REVENUES DETAIL VIEW

## SALES & USE TAX –

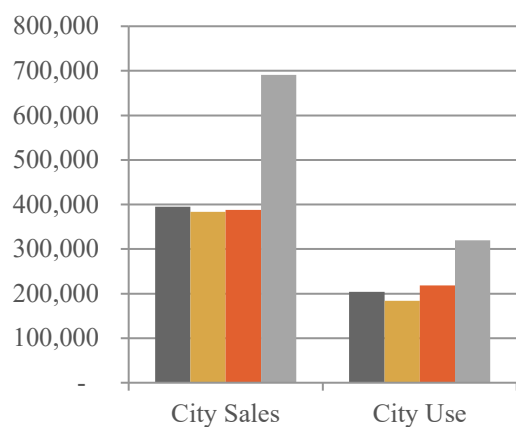
City of Tonganoxie Sales Tax Rate (9.25%) is comprised of:

6.5% - State, 1% LV County, 1% City General Fund, 0.75% City Infrastructure General Purpose

☑ The receipt of the seventh monthly remittance of sales and use tax proceeds from the State of Kansas was received on time and recorded in July 2025.

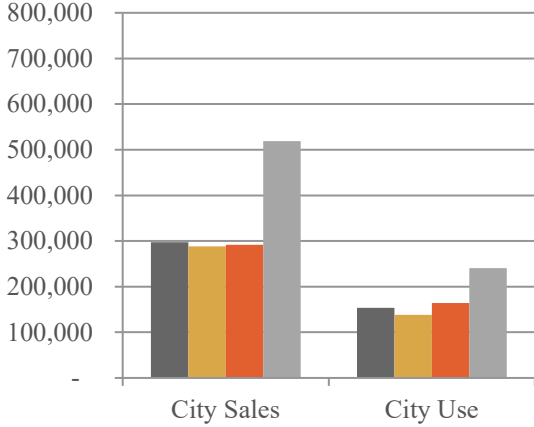
YTD = Jan-July	Total City	Total County	Total Sales	Total Use	Total Collections
2022 YTD	910,813	404,597	909,322	406,089	1,315,411
2023 YTD	1,049,516	444,180	1,009,897	483,800	1,493,696
2024 YTD	993,747	431,157	975,493	449,411	1,424,904
2025 YTD	1,061,914	445,873	988,151	519,636	1,507,787
Diff (2025-2024)	68,168	14,716	12,658	70,226	82,883
% Difference	6.9%	3.4%	1.3%	15.6%	5.8%
36-month rolling avg	148,916	63,611	145,724	66,803	212,527
24-month rolling avg	148,984	63,608	145,681	66,910	212,592
12-month rolling avg	151,539	64,184	146,115	69,608	215,723

General Fund (1%)



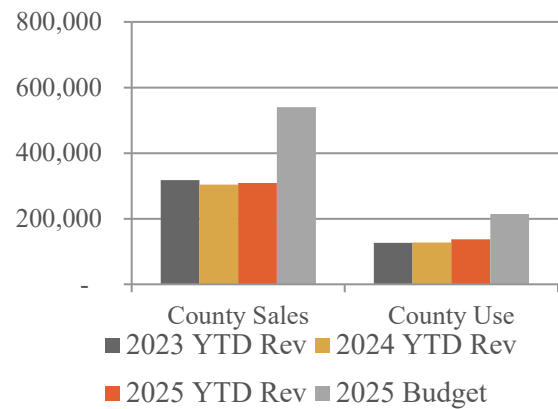
■ 2023 YTD Rev ■ 2024 YTD Rev  
■ 2025 YTD Rev ■ 2025 Budget

Infrastructure Sales Tax Fund (0.75%)



■ 2023 YTD Rev ■ 2024 YTD Rev  
■ 2025 YTD Rev ■ 2025 Budget

Capital Projects Fund (City share of LV County Sales Tax)



■ 2023 YTD Rev ■ 2024 YTD Rev  
■ 2025 YTD Rev ■ 2025 Budget

## 2025 BUDGET INITIATIVES

### CITY INFRASTRUCTURE & SHARE OF LEAVENWORTH COUNTY SALES TAX PROCEEDS

- ☒ \$500,000 total from the Infrastructure Sales Tax (\$240,000) and special highway funding to support an 8<sup>th</sup> consecutive year of enhanced street maintenance activities
- ☒ \$261,850 from the Infrastructure Sales Tax to support the 8<sup>th</sup> of 20 years of scheduled Library bldg. debt service payments
- ☒ \$80,000 from the Infrastructure Sales Tax & County Sales Tax to support Water Park painting and diving board replacements
- ☒ \$136,000 from the City's share of the County Sales Tax and the Infrastructure Sales Tax for replacement of 4<sup>th</sup> Street Bridge – Survey & partial design completed in 2023, engineering and construction commencing in 2024 with completion in 2025.

### CONTINUED COMMUNITY BUILDING AND SUPPORT

- ☒ Police Station Interior Flooring Updates
- ☒ Fire Station Facility Kitchen Updates
- ☒ \$21,897 for funding assistance for LCDC
- ☒ \$20,000 for funding assistance for the following community organizations:  
Tonganoxie Business Association (\$5,000) Tonganoxie Arts Council (\$5,000) Tonganoxie Farmers Market (\$5,000)  
Tonganoxie Historical Society (\$5,000)
- ☒ \$12,500 for funding assistance for community events

### UTILITY FUNDS

- ☒ Cash repayment of Series 2023A Temporary Notes final obligations in February 2025 utilizing fund balances available in the Water Operations, Water Capital, Capital Projects, Infrastructure Sales Tax, and Business Park Development Funds
- ☒ Wastewater Treatment Plant Improvements – Design & construction engineering contract (\$967,100) approved in 2022. Design largely completed in 2024 with construction planned in 2025-2026.
- ☒ Elevated Water Tower Repainting and Maintenance (HW 24/40 Tower location)
- ☒ \$140,000 for replacement of 3 Public Works utility trucks
- ☒ \$45,000 for purchase of Lift Equipment
- ☒ \$50,000 in Storm Water Fund for engineering assessment projects and maintenance services/projects
- ☒ \$50,000 for sewer TV inspection & maintenance activities

### OPERATIONAL RESOURCES AND STAFFING TO PROVIDE QUALITY SERVICES

- ☒ 5% annual merit pool funding available to high performing City employees
- ☒ Addition of City Match Increase to 457(b) Deferred Compensation Plan
- ☒ Conversion of one Administration Department Position from Part-Time to Full-Time
- ☒ \$136,000 for Police Department vehicles replacements (2)
- ☒ Fire Department and Police Department Operational Budget Increases for items including automotive maintenance, medical supplies, and conducted energy weapons replacements

## 2026 BUDGET DEVELOPMENT TIMELINE

- ☒ March 2025 – Spring Retreat
- ☒ May 19, 2025 & June 2, 2025 – Capital Maintenance & Improvements Plan (CMIP) City Council work session
- ☒ June 16, 2025 – Base Budget Review & Department Budget presentations
- ☒ July 7, 2025 – Budget work session & notice to County Clerk of proposed mill levy & RNR
- ☒ July 21, 2025 – Budget work session
- ☐ August 20, 2025 – Publication of notice of public hearings
- ☐ September 2, 2025 – RNR & Budget Public Hearings and Potential Budget Adoption
- ☐ September 2025 – Delivery of Adopted FY 2026 Budget Forms to the Leavenworth County Clerk



City of Tonganoxie, KS

# Revenue Budget Report Group Summary

For Fiscal: 2025 Period Ending: 07/31/2025

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
411 - Property Taxes	2,307,838.00	2,307,838.00	0.00	2,113,764.98	0.00	-194,073.02	8.41%
412 - Sales and Use Taxes	1,015,470.00	1,015,470.00	87,836.56	608,770.96	0.00	-406,699.04	40.05%
421 - Franchise Fees	499,000.00	499,000.00	39,498.51	307,346.86	0.00	-191,653.14	38.41%
432 - Pool Charges	170,000.00	170,000.00	27,539.25	145,851.75	0.00	-24,148.25	14.20%
441 - Business L&P	10,100.00	10,100.00	985.00	12,570.00	0.00	2,470.00	24.46%
442 - Development L&P	77,000.00	77,000.00	3,007.00	67,000.00	0.00	-10,000.00	12.99%
443 - Individual/Miscellaneous L&P	1,200.00	1,200.00	0.00	1,050.00	0.00	-150.00	12.50%
451 - Fines	190,000.00	190,000.00	19,722.37	121,430.20	0.00	-68,569.80	36.09%
464 - Reimbursed Expenses	90,000.00	90,000.00	0.00	111,118.60	0.00	21,118.60	23.47%
466 - Miscellaneous Revenues	1,000.00	1,000.00	382.50	2,367.50	0.00	1,367.50	136.75%
471 - Interest	100,000.00	100,000.00	28,946.29	191,310.05	0.00	91,310.05	91.31%
491 - Interfund Transfers In	40,000.00	40,000.00	0.00	20,000.00	0.00	-20,000.00	50.00%
<b>Fund: 100 - General Fund Total:</b>	<b>4,501,608.00</b>	<b>4,501,608.00</b>	<b>207,917.48</b>	<b>3,702,580.90</b>	<b>0.00</b>	<b>-799,027.10</b>	<b>17.75%</b>
<b>Fund: 210 - Water Operations Fund</b>							
412 - Sales and Use Taxes	36,000.00	36,000.00	4,136.69	29,640.00	0.00	-6,360.00	17.67%
431 - Utility Charges	1,892,000.00	1,892,000.00	164,639.56	1,141,811.30	0.00	-750,188.70	39.65%
451 - Fines	300.00	300.00	0.00	220.00	0.00	-80.00	26.67%
466 - Miscellaneous Revenues	17,500.00	17,500.00	1,458.54	10,209.78	0.00	-7,290.22	41.66%
<b>Fund: 210 - Water Operations Fund Total:</b>	<b>1,945,800.00</b>	<b>1,945,800.00</b>	<b>170,234.79</b>	<b>1,181,881.08</b>	<b>0.00</b>	<b>-763,918.92</b>	<b>39.26%</b>
<b>Fund: 220 - Sewer Operations Fund</b>							
431 - Utility Charges	1,279,000.00	1,279,000.00	109,620.82	783,327.05	0.00	-495,672.95	38.75%
<b>Fund: 220 - Sewer Operations Fund Total:</b>	<b>1,279,000.00</b>	<b>1,279,000.00</b>	<b>109,620.82</b>	<b>783,327.05</b>	<b>0.00</b>	<b>-495,672.95</b>	<b>38.75%</b>
<b>Fund: 230 - Sanitation Fund</b>							
431 - Utility Charges	468,000.00	468,000.00	39,636.19	271,910.52	0.00	-196,089.48	41.90%
<b>Fund: 230 - Sanitation Fund Total:</b>	<b>468,000.00</b>	<b>468,000.00</b>	<b>39,636.19</b>	<b>271,910.52</b>	<b>0.00</b>	<b>-196,089.48</b>	<b>41.90%</b>
<b>Fund: 240 - Storm Water</b>							
431 - Utility Charges	50,000.00	50,000.00	4,280.62	29,245.25	0.00	-20,754.75	41.51%
464 - Reimbursed Expenses	47,000.00	47,000.00	0.00	0.00	0.00	-47,000.00	100.00%
<b>Fund: 240 - Storm Water Total:</b>	<b>97,000.00</b>	<b>97,000.00</b>	<b>4,280.62</b>	<b>29,245.25</b>	<b>0.00</b>	<b>-67,754.75</b>	<b>69.85%</b>
<b>Fund: 310 - Transient Guest Tax</b>							
412 - Sales and Use Taxes	2,200.00	2,200.00	891.01	1,981.26	0.00	-218.74	9.94%
<b>Fund: 310 - Transient Guest Tax Total:</b>	<b>2,200.00</b>	<b>2,200.00</b>	<b>891.01</b>	<b>1,981.26</b>	<b>0.00</b>	<b>-218.74</b>	<b>9.94%</b>

For Fiscal: 2025 Period Ending: 07/31/2025

SubCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 320 - Library Operations</b>							
411 - Property Taxes	535,984.00	535,984.00	0.00	491,463.34	0.00	-44,520.66	8.31%
464 - Reimbursed Expenses	91,500.00	91,500.00	0.00	47,257.51	0.00	-44,242.49	48.35%
<b>Fund: 320 - Library Operations Total:</b>	<b>627,484.00</b>	<b>627,484.00</b>	<b>0.00</b>	<b>538,720.85</b>	<b>0.00</b>	<b>-88,763.15</b>	<b>14.15%</b>
<b>Fund: 330 - Special Parks</b>							
412 - Sales and Use Taxes	4,800.00	4,800.00	0.00	2,418.07	0.00	-2,381.93	49.62%
466 - Miscellaneous Revenues	5,200.00	5,200.00	0.00	0.00	0.00	-5,200.00	100.00%
<b>Fund: 330 - Special Parks Total:</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>2,418.07</b>	<b>0.00</b>	<b>-7,581.93</b>	<b>75.82%</b>
<b>Fund: 331 - Special Alcohol &amp; Drug Programs</b>							
412 - Sales and Use Taxes	0.00	0.00	0.00	2,418.08	0.00	2,418.08	0.00%
<b>Fund: 331 - Special Alcohol &amp; Drug Programs Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,418.08</b>	<b>0.00</b>	<b>2,418.08</b>	<b>0.00%</b>
<b>Fund: 340 - Special Highway</b>							
414 - Fuel Tax	166,200.00	166,200.00	0.00	86,903.97	0.00	-79,296.03	47.71%
442 - Development L&P	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00%
463 - Other Grants	935,000.00	935,000.00	0.00	0.00	0.00	-935,000.00	100.00%
464 - Reimbursed Expenses	290,000.00	290,000.00	0.00	0.00	0.00	-290,000.00	100.00%
491 - Interfund Transfers In	390,000.00	390,000.00	0.00	195,000.00	0.00	-195,000.00	50.00%
<b>Fund: 340 - Special Highway Total:</b>	<b>1,831,200.00</b>	<b>1,831,200.00</b>	<b>0.00</b>	<b>281,903.97</b>	<b>0.00</b>	<b>-1,549,296.03</b>	<b>84.61%</b>
<b>Fund: 350 - Infrastructure Sales Tax</b>							
412 - Sales and Use Taxes	759,330.00	759,330.00	65,992.78	455,561.10	0.00	-303,768.90	40.00%
<b>Fund: 350 - Infrastructure Sales Tax Total:</b>	<b>759,330.00</b>	<b>759,330.00</b>	<b>65,992.78</b>	<b>455,561.10</b>	<b>0.00</b>	<b>-303,768.90</b>	<b>40.00%</b>
<b>Fund: 360 - Capital Projects</b>							
412 - Sales and Use Taxes	754,000.00	754,000.00	67,291.29	445,873.32	0.00	-308,126.68	40.87%
464 - Reimbursed Expenses	0.00	0.00	0.00	3,263.10	0.00	3,263.10	0.00%
491 - Interfund Transfers In	580,000.00	580,000.00	0.00	580,000.00	0.00	0.00	0.00%
<b>Fund: 360 - Capital Projects Total:</b>	<b>1,334,000.00</b>	<b>1,334,000.00</b>	<b>67,291.29</b>	<b>1,029,136.42</b>	<b>0.00</b>	<b>-304,863.58</b>	<b>22.85%</b>
<b>Fund: 410 - Fire Equipment Reserve</b>							
431 - Utility Charges	94,000.00	94,000.00	7,921.85	54,290.67	0.00	-39,709.33	42.24%
463 - Other Grants	104,000.00	104,000.00	0.00	12,508.00	0.00	-91,492.00	87.97%
464 - Reimbursed Expenses	0.00	0.00	0.00	7,450.00	0.00	7,450.00	0.00%
<b>Fund: 410 - Fire Equipment Reserve Total:</b>	<b>198,000.00</b>	<b>198,000.00</b>	<b>7,921.85</b>	<b>74,248.67</b>	<b>0.00</b>	<b>-123,751.33</b>	<b>62.50%</b>
<b>Fund: 420 - Police Equipment Reserve</b>							
441 - Business L&P	2,000.00	2,000.00	400.00	1,900.00	0.00	-100.00	5.00%
463 - Other Grants	2,000.00	2,000.00	556.40	2,449.25	0.00	449.25	22.46%
465 - Sale of Assets	8,000.00	8,000.00	0.00	0.00	0.00	-8,000.00	100.00%
466 - Miscellaneous Revenues	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00	0.00%
628 - Other Contractual Services	6,000.00	6,000.00	750.00	4,560.00	0.00	-1,440.00	24.00%
<b>Fund: 420 - Police Equipment Reserve Total:</b>	<b>23,000.00</b>	<b>23,000.00</b>	<b>6,706.40</b>	<b>13,909.25</b>	<b>0.00</b>	<b>-9,090.75</b>	<b>39.53%</b>

For Fiscal: 2025 Period Ending: 07/31/2025

SubCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 430 - Sewer Capital Reserve</b>							
431 - Utility Charges	62,500.00	62,500.00	2,500.00	87,500.00	0.00	25,000.00	40.00%
<b>Fund: 430 - Sewer Capital Reserve Total:</b>	<b>62,500.00</b>	<b>62,500.00</b>	<b>2,500.00</b>	<b>87,500.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>40.00%</b>
<b>Fund: 440 - Water Capital Reserve</b>							
431 - Utility Charges	62,500.00	62,500.00	2,500.00	87,500.00	0.00	25,000.00	40.00%
464 - Reimbursed Expenses	0.00	0.00	0.00	585.10	0.00	585.10	0.00%
<b>Fund: 440 - Water Capital Reserve Total:</b>	<b>62,500.00</b>	<b>62,500.00</b>	<b>2,500.00</b>	<b>88,085.10</b>	<b>0.00</b>	<b>25,585.10</b>	<b>40.94%</b>
<b>Fund: 500 - Debt, Bond, and Interest</b>							
411 - Property Taxes	548,485.00	548,485.00	0.00	503,205.56	0.00	-45,279.44	8.26%
491 - Interfund Transfers In	261,850.00	261,850.00	0.00	130,925.00	0.00	-130,925.00	50.00%
<b>Fund: 500 - Debt, Bond, and Interest Total:</b>	<b>810,335.00</b>	<b>810,335.00</b>	<b>0.00</b>	<b>634,130.56</b>	<b>0.00</b>	<b>-176,204.44</b>	<b>21.74%</b>
<b>Report Total:</b>	<b>14,011,957.00</b>	<b>14,011,957.00</b>	<b>685,493.23</b>	<b>9,178,958.13</b>	<b>0.00</b>	<b>-4,832,998.87</b>	<b>34.49%</b>



## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
100 - General Fund	4,501,608.00	4,501,608.00	207,917.48	3,702,580.90	0.00	-799,027.10	17.75%
210 - Water Operations Fund	1,945,800.00	1,945,800.00	170,234.79	1,181,881.08	0.00	-763,918.92	39.26%
220 - Sewer Operations Fund	1,279,000.00	1,279,000.00	109,620.82	783,327.05	0.00	-495,672.95	38.75%
230 - Sanitation Fund	468,000.00	468,000.00	39,636.19	271,910.52	0.00	-196,089.48	41.90%
240 - Storm Water	97,000.00	97,000.00	4,280.62	29,245.25	0.00	-67,754.75	69.85%
310 - Transient Guest Tax	2,200.00	2,200.00	891.01	1,981.26	0.00	-218.74	9.94%
320 - Library Operations	627,484.00	627,484.00	0.00	538,720.85	0.00	-88,763.15	14.15%
330 - Special Parks	10,000.00	10,000.00	0.00	2,418.07	0.00	-7,581.93	75.82%
331 - Special Alcohol & Drug Prog	0.00	0.00	0.00	2,418.08	0.00	2,418.08	0.00%
340 - Special Highway	1,831,200.00	1,831,200.00	0.00	281,903.97	0.00	-1,549,296.03	84.61%
350 - Infrastructure Sales Tax	759,330.00	759,330.00	65,992.78	455,561.10	0.00	-303,768.90	40.00%
360 - Capital Projects	1,334,000.00	1,334,000.00	67,291.29	1,029,136.42	0.00	-304,863.58	22.85%
410 - Fire Equipment Reserve	198,000.00	198,000.00	7,921.85	74,248.67	0.00	-123,751.33	62.50%
420 - Police Equipment Reserve	23,000.00	23,000.00	6,706.40	13,909.25	0.00	-9,090.75	39.53%
430 - Sewer Capital Reserve	62,500.00	62,500.00	2,500.00	87,500.00	0.00	25,000.00	40.00%
440 - Water Capital Reserve	62,500.00	62,500.00	2,500.00	88,085.10	0.00	25,585.10	40.94%
500 - Debt, Bond, and Interest	810,335.00	810,335.00	0.00	634,130.56	0.00	-176,204.44	21.74%
<b>Report Total:</b>	<b>14,011,957.00</b>	<b>14,011,957.00</b>	<b>685,493.23</b>	<b>9,178,958.13</b>	<b>0.00</b>	<b>-4,832,998.87</b>	<b>34.49%</b>



City of Tonganoxie, KS

# Expenditure Budget Report Group Summary

For Fiscal: 2025 Period Ending: 07/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
61 - Personal Services	3,340,752.00	3,340,752.00	464,068.62	2,164,650.89	0.00	1,176,101.11	35.20%
62 - Contractual Services	981,650.00	981,650.00	97,845.81	684,071.49	0.00	297,578.51	30.31%
63 - Commodities	250,050.00	250,050.00	29,821.09	108,017.63	0.00	142,032.37	56.80%
64 - Capital Outlay	180,050.00	180,050.00	4,037.27	151,316.46	0.00	28,733.54	15.96%
<b>Fund: 100 - General Fund Total:</b>	<b>4,752,502.00</b>	<b>4,752,502.00</b>	<b>595,772.79</b>	<b>3,108,056.47</b>	<b>0.00</b>	<b>1,644,445.53</b>	<b>34.60%</b>
<b>Fund: 210 - Water Operations Fund</b>							
61 - Personal Services	516,532.00	516,532.00	43,044.33	301,310.31	0.00	215,221.69	41.67%
62 - Contractual Services	1,213,000.00	1,213,000.00	99,427.21	612,651.38	0.00	600,348.62	49.49%
63 - Commodities	71,000.00	71,000.00	6,850.58	21,222.06	0.00	49,777.94	70.11%
64 - Capital Outlay	134,000.00	134,000.00	0.00	72,971.50	0.00	61,028.50	45.54%
68 - Debt Service	168,303.00	168,303.00	129,599.00	133,198.00	0.00	35,105.00	20.86%
69 - Transfers	20,000.00	20,000.00	0.00	10,000.00	0.00	10,000.00	50.00%
<b>Fund: 210 - Water Operations Fund Total:</b>	<b>2,122,835.00</b>	<b>2,122,835.00</b>	<b>278,921.12</b>	<b>1,151,353.25</b>	<b>0.00</b>	<b>971,481.75</b>	<b>45.76%</b>
<b>Fund: 220 - Sewer Operations Fund</b>							
61 - Personal Services	543,237.00	543,237.00	45,269.75	316,888.25	0.00	226,348.75	41.67%
62 - Contractual Services	333,000.00	333,000.00	56,446.40	203,060.28	0.00	129,939.72	39.02%
63 - Commodities	67,000.00	67,000.00	3,309.84	22,348.08	0.00	44,651.92	66.64%
64 - Capital Outlay	191,000.00	191,000.00	34,763.93	107,506.42	0.00	83,493.58	43.71%
68 - Debt Service	466,882.00	466,882.00	246,856.00	261,797.00	0.00	205,085.00	43.93%
69 - Transfers	20,000.00	20,000.00	0.00	10,000.00	0.00	10,000.00	50.00%
<b>Fund: 220 - Sewer Operations Fund Total:</b>	<b>1,621,119.00</b>	<b>1,621,119.00</b>	<b>386,645.92</b>	<b>921,600.03</b>	<b>0.00</b>	<b>699,518.97</b>	<b>43.15%</b>
<b>Fund: 230 - Sanitation Fund</b>							
62 - Contractual Services	468,000.00	468,000.00	34,103.43	237,683.67	0.00	230,316.33	49.21%
<b>Fund: 230 - Sanitation Fund Total:</b>	<b>468,000.00</b>	<b>468,000.00</b>	<b>34,103.43</b>	<b>237,683.67</b>	<b>0.00</b>	<b>230,316.33</b>	<b>49.21%</b>
<b>Fund: 240 - Storm Water</b>							
62 - Contractual Services	92,000.00	92,000.00	13,125.00	20,597.50	0.00	71,402.50	77.61%
63 - Commodities	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
<b>Fund: 240 - Storm Water Total:</b>	<b>97,000.00</b>	<b>97,000.00</b>	<b>13,125.00</b>	<b>20,597.50</b>	<b>0.00</b>	<b>76,402.50</b>	<b>78.77%</b>
<b>Fund: 310 - Transient Guest Tax</b>							
62 - Contractual Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
<b>Fund: 310 - Transient Guest Tax Total:</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>100.00%</b>
<b>Fund: 320 - Library Operations</b>							
61 - Personal Services	80,500.00	80,500.00	7,114.95	43,530.46	0.00	36,969.54	45.92%

For Fiscal: 2025 Period Ending: 07/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
62 - Contractual Services	546,984.00	546,984.00	0.00	502,777.16	0.00	44,206.84	8.08%
<b>Fund: 320 - Library Operations Total:</b>	<b>627,484.00</b>	<b>627,484.00</b>	<b>7,114.95</b>	<b>546,307.62</b>	<b>0.00</b>	<b>81,176.38</b>	<b>12.94%</b>
<b>Fund: 330 - Special Parks</b>							
62 - Contractual Services	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	100.00%
63 - Commodities	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
<b>Fund: 330 - Special Parks Total:</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>100.00%</b>
<b>Fund: 340 - Special Highway</b>							
62 - Contractual Services	1,725,000.00	1,725,000.00	0.00	13,470.23	0.00	1,711,529.77	99.22%
64 - Capital Outlay	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	100.00%
<b>Fund: 340 - Special Highway Total:</b>	<b>1,875,000.00</b>	<b>1,875,000.00</b>	<b>0.00</b>	<b>13,470.23</b>	<b>0.00</b>	<b>1,861,529.77</b>	<b>99.28%</b>
<b>Fund: 350 - Infrastructure Sales Tax</b>							
69 - Transfers	1,231,850.00	1,231,850.00	0.00	905,925.00	0.00	325,925.00	26.46%
<b>Fund: 350 - Infrastructure Sales Tax Total:</b>	<b>1,231,850.00</b>	<b>1,231,850.00</b>	<b>0.00</b>	<b>905,925.00</b>	<b>0.00</b>	<b>325,925.00</b>	<b>26.46%</b>
<b>Fund: 360 - Capital Projects</b>							
62 - Contractual Services	217,500.00	217,500.00	3,290.97	126,086.14	0.00	91,413.86	42.03%
63 - Commodities	65,000.00	65,000.00	0.00	43,340.00	0.00	21,660.00	33.32%
64 - Capital Outlay	2,930,150.00	2,930,150.00	0.00	2,415,417.11	0.00	514,732.89	17.57%
68 - Debt Service	22,613.00	22,613.00	0.00	11,306.41	0.00	11,306.59	50.00%
<b>Fund: 360 - Capital Projects Total:</b>	<b>3,235,263.00</b>	<b>3,235,263.00</b>	<b>3,290.97</b>	<b>2,596,149.66</b>	<b>0.00</b>	<b>639,113.34</b>	<b>19.75%</b>
<b>Fund: 410 - Fire Equipment Reserve</b>							
62 - Contractual Services	0.00	0.00	0.00	15,283.13	0.00	-15,283.13	0.00%
64 - Capital Outlay	119,000.00	119,000.00	0.00	3,233.50	0.00	115,766.50	97.28%
65 - Grants and Other Programs	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	100.00%
68 - Debt Service	34,693.00	34,693.00	0.00	17,346.17	0.00	17,346.83	50.00%
<b>Fund: 410 - Fire Equipment Reserve Total:</b>	<b>179,693.00</b>	<b>179,693.00</b>	<b>0.00</b>	<b>35,862.80</b>	<b>0.00</b>	<b>143,830.20</b>	<b>80.04%</b>
<b>Fund: 420 - Police Equipment Reserve</b>							
62 - Contractual Services	0.00	0.00	4,500.00	4,500.00	0.00	-4,500.00	0.00%
63 - Commodities	6,000.00	6,000.00	4,040.44	10,943.10	0.00	-4,943.10	-82.39%
64 - Capital Outlay	27,000.00	27,000.00	7,955.17	7,955.17	0.00	19,044.83	70.54%
<b>Fund: 420 - Police Equipment Reserve Total:</b>	<b>33,000.00</b>	<b>33,000.00</b>	<b>16,495.61</b>	<b>23,398.27</b>	<b>0.00</b>	<b>9,601.73</b>	<b>29.10%</b>
<b>Fund: 430 - Sewer Capital Reserve</b>							
62 - Contractual Services	220,000.00	220,000.00	0.00	0.00	0.00	220,000.00	100.00%
64 - Capital Outlay	326,000.00	326,000.00	54,590.00	89,736.51	0.00	236,263.49	72.47%
<b>Fund: 430 - Sewer Capital Reserve Total:</b>	<b>546,000.00</b>	<b>546,000.00</b>	<b>54,590.00</b>	<b>89,736.51</b>	<b>0.00</b>	<b>456,263.49</b>	<b>83.56%</b>
<b>Fund: 440 - Water Capital Reserve</b>							
62 - Contractual Services	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
64 - Capital Outlay	375,000.00	375,000.00	19,281.00	98,406.40	0.00	276,593.60	73.76%
<b>Fund: 440 - Water Capital Reserve Total:</b>	<b>395,000.00</b>	<b>395,000.00</b>	<b>19,281.00</b>	<b>98,406.40</b>	<b>0.00</b>	<b>296,593.60</b>	<b>75.09%</b>

For Fiscal: 2025 Period Ending: 07/31/2025

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 500 - Debt, Bond, and Interest							
68 - Debt Service	804,230.00	804,230.00	240,683.75	324,391.24	0.00	479,838.76	59.66%
Fund: 500 - Debt, Bond, and Interest Total:	804,230.00	804,230.00	240,683.75	324,391.24	0.00	479,838.76	59.66%
Report Total:	18,003,976.00	18,003,976.00	1,650,024.54	10,072,938.65	0.00	7,931,037.35	44.05%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
100 - General Fund	4,752,502.00	4,752,502.00	595,772.79	3,108,056.47	0.00	1,644,445.53	34.60%
210 - Water Operations Fund	2,122,835.00	2,122,835.00	278,921.12	1,151,353.25	0.00	971,481.75	45.76%
220 - Sewer Operations Fund	1,621,119.00	1,621,119.00	386,645.92	921,600.03	0.00	699,518.97	43.15%
230 - Sanitation Fund	468,000.00	468,000.00	34,103.43	237,683.67	0.00	230,316.33	49.21%
240 - Storm Water	97,000.00	97,000.00	13,125.00	20,597.50	0.00	76,402.50	78.77%
310 - Transient Guest Tax	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
320 - Library Operations	627,484.00	627,484.00	7,114.95	546,307.62	0.00	81,176.38	12.94%
330 - Special Parks	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
340 - Special Highway	1,875,000.00	1,875,000.00	0.00	13,470.23	0.00	1,861,529.77	99.28%
350 - Infrastructure Sales Tax	1,231,850.00	1,231,850.00	0.00	905,925.00	0.00	325,925.00	26.46%
360 - Capital Projects	3,235,263.00	3,235,263.00	3,290.97	2,596,149.66	0.00	639,113.34	19.75%
410 - Fire Equipment Reserve	179,693.00	179,693.00	0.00	35,862.80	0.00	143,830.20	80.04%
420 - Police Equipment Reserve	33,000.00	33,000.00	16,495.61	23,398.27	0.00	9,601.73	29.10%
430 - Sewer Capital Reserve	546,000.00	546,000.00	54,590.00	89,736.51	0.00	456,263.49	83.56%
440 - Water Capital Reserve	395,000.00	395,000.00	19,281.00	98,406.40	0.00	296,593.60	75.09%
500 - Debt, Bond, and Interest	804,230.00	804,230.00	240,683.75	324,391.24	0.00	479,838.76	59.66%
Report Total:	18,003,976.00	18,003,976.00	1,650,024.54	10,072,938.65	0.00	7,931,037.35	44.05%



City of Tonganoxie, KS

# Fund Balance Report

As Of 07/31/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	2,249,971.35	3,702,580.90	3,108,056.47	2,844,495.78
210 - Water Operations Fund	1,015,163.01	1,181,881.08	1,151,353.25	1,045,690.84
220 - Sewer Operations Fund	744,884.41	783,327.05	921,600.03	606,611.43
230 - Sanitation Fund	342,252.53	271,910.52	237,683.67	376,479.38
240 - Storm Water	140,793.76	29,245.25	20,597.50	149,441.51
310 - Transient Guest Tax	11,491.65	1,981.26	0.00	13,472.91
320 - Library Operations	15,786.79	538,720.85	546,307.62	8,200.02
330 - Special Parks	23,461.25	2,418.07	0.00	25,879.32
331 - Special Alcohol & Drug Programs	1,289.70	2,418.08	0.00	3,707.78
340 - Special Highway	579,716.76	281,903.97	13,470.23	848,150.50
350 - Infrastructure Sales Tax	1,261,615.71	455,561.10	905,925.00	811,251.81
360 - Capital Projects	2,211,526.96	1,029,136.42	2,596,149.66	644,513.72
410 - Fire Equipment Reserve	297,821.18	74,248.67	35,862.80	336,207.05
420 - Police Equipment Reserve	68,166.04	13,909.25	23,398.27	58,677.02
430 - Sewer Capital Reserve	435,913.82	87,500.00	89,736.51	433,677.31
440 - Water Capital Reserve	390,709.04	88,085.10	98,406.40	380,387.74
450 - Capital Reserve	915.03	0.00	0.00	915.03
500 - Debt, Bond, and Interest	241,951.13	634,130.56	324,391.24	551,690.45
930 - Debt Proceeds	641,372.97	175,751.08	817,124.05	0.00
940 - Gallagher Park Fund	19,331.59	0.00	0.00	19,331.59
950 - Festival/Event Fund	3,679.80	0.00	0.00	3,679.80
960 - Law Enforcement Trust	0.00	0.00	0.00	0.00
961 - Opioid Addiction Fund	34,966.35	2,966.83	0.00	37,933.18
971 - RHID 1	684.68	21,801.20	10,077.60	12,408.28
972 - RHID 2	509.83	102,705.40	101,159.26	2,055.97
973 - RHID 3	0.00	14,792.91	0.00	14,792.91
980 - Industrial Park Development Fund	640,635.61	0.00	9,880.85	630,754.76
984 - ARPA Fund	0.42	0.00	0.00	0.42
<b>Report Total:</b>	<b>11,374,611.37</b>	<b>9,496,975.55</b>	<b>11,011,180.41</b>	<b>9,860,406.51</b>