

CITY OF TONGANOXIE



April 18, 2022

7:00 Regular Meeting

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

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

Honorable David Frese, Mayor

Council Members

Rocky Himpel

Jacob Dale

Loralee Stevens

Chris Donnelly

Jennifer McCutchen

Open Regular Meeting – 7:00 p.m.

I. Pledge of Allegiance

II. Approval of Minutes – Regular meeting dated March 21, 2022

III. Consent Agenda

- a) Review bill payments

IV. Old Business

V. New Business

- a) Tonganoxie High School Wrestling State Tournament Achievement Recognition
- b) Resolution 04-22-01 – Consider Agreement with Western Consultants for Grant Administration Services Associated with EDA Project # 05-79-06151
- c) Resolution 04-22-02 - Consider Agreement with Leavenworth County and the Cities of Lansing, Basehor, Leavenworth, and Tonganoxie, Kansas for the Regional Transportation Capital Improvement Plan Study
- d) Consider Approval of Fire Station Carpet Replacement Expenditure
- e) Consider Request for the City's Support for Business Loan Program Application by Isabel Troncoso
- f) City Manager Agenda
 - 1. March 2022 Financial Report
- g) City Attorney Agenda
- h) Mayor Pro Tem Agenda
- i) City Council Agenda
- j) Mayor Agenda
 - 1. Consider a Proclamation from the LVCO CASA Association for Proclaiming April 2022 as Child Abuse Prevention Month in the City of Tonganoxie
 - 2. Executive Session Pursuant to Attorney-Client Consultation Exception

VI. Adjourn

Council Meeting Minutes
March 21, 2022
7:00 PM Meeting

I. Pledge of Allegiance

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

II. Approval of Minutes – Regular meeting dated March 7, 2022

- **Mr. Himpel made a motion to approve minutes from the regular meeting dated March 7, 2022.**
- **Ms. Stevens 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 Request for Utilization of City Property at the Tonganoxie Library as part of a Special Event Permit Application for a recurring Farmer's Market Event in 2022.
 - Mr. Porter stated the start date will be May 12th and the last day would be October 13th. The event will take place in the library parking lot. No negative feedback from the department heads regarding the event last year.
 - **Mr. Himpel made a motion to approve permit number 005 special event permit application for Tonganoxie Farmers Market located at the Tonganoxie Public Library that will run from May 12th to October 13th on every Thursday from 4:00 pm to 8:00 pm**
 - **Ms. Stevens seconded the motion.**
 - **Vote of all ayes, motion carried.**
- b) Consideration of Funding Request to support the Tonganoxie Days 2022 event.
 - Mr. Porter stated that there is proposal which includes a request for \$7,500 to help fund the event. This is the same amount requested in 2021 and it is included in the 2022 general fund budget.
 - Mr. Porter stated that the Recreation Commission is considering a firework display the evening before Tonganoxie Days. The primary location would be Kane Family Farms and a backup location would be the Tonganoxie recreation ball fields.
 - Mayor Frese asked who would make the call to cancel the show due to weather.
 - Mr. Bretthauer stated that would be up to either the Fire Department if a no burn ban is issued. If it were to be called for weather the Recreation board and professional fireworks company that will be hired would make that decision.
 - **Ms. McCutchen made a motion to approve the draft 2022 Tonganoxie Days event budget and authorize distribution of \$7,500 to the Tonganoxie Business Association to support the event costs.**
 - **Mr. Donnelly seconded the motion.**
 - **Vote of all ayes, motion carried.**

c) Resolution 03-22-01 – Award of Bid and Approval of Contract with Caldwell Tanks, Inc. for the 2022 Water Tower Project

- Mr. Brajkovic introduced Brian Kingsley and Alex Chamberlin with BG Consultants as the City's engineers for the water tower project, and Kevin Gallagher with Caldwell Tanks.
- Mr. Brajkovic stated that the EDA announced last week that they would award just over \$1,500,000 to the City for this project. Any action taken by the Council will be conditioned on the EDA's final approval.
- Mr. Kingsley stated that BG sized the proposed water tower to allow for additional expansion and coordinated the schedule for completion with Hill's. BG estimated the cost of the water tower based on historical averages, but Mr. Kingsley noted that they have seen 15-30% increases on recent bids due to COVID, inflation, etc.
 - BG received four bids for the water tower project. The bids received did reflect inflation compared to the historic average.
 - BG recommends the City consider rejecting the lowest bid from Gerard Tank & Steel Inc. because their experience does not meet the required qualifications. BG issued an addendum that specifically called out the necessary qualifications, which Gerard Tank & Steel Inc. acknowledged, but they have not completed a composite tank or any tank the size of the Water Tower Project.
 - BG recommends the City consider awarding the contract to Caldwell Tanks in the amount of \$3,299,000 contingent upon acceptance from EDA and authorization to proceed with construction.
- Mr. Brajkovic stated that the City received two letters, one from Gerard disputing their lack of qualifications, and a second letter from another bidder (Landmark Structures) disputing that Gerard was allowed to bid because they are not qualified. He noted that neither bidder requested their letter be admitted to the record.
- Mr. Donnelly asked what is the City's obligation to the public when there is a difference of \$700,000 between the lowest bid and the recommended bid award.
- Mr. Kingsley replied that it is standard in the engineering world to put qualifications in place to demonstrate a responsible bidder, check references, etc., but Gerard Tank & Steel has no prior experience with composite tanks so they are not qualified and there are no references to check since they do not have the required experience.
- Mr. Donnelly asked if other higher bidders have the same experience as Caldwell Tanks.
- Mr. Kingsley replied that BG did not check. When reading bids, BG does a high-level review to ensure the bid form is filled out completely, addendums are acknowledged, etc. They do not reject any bids on the day of submission and check qualifications after this preliminary review.
- Mr. Gallagher stated that Caldwell Tanks was very excited to submit a bid. He stated a composite tank is basically a reinforced concrete pedestal with a welded steel tank at the top that contains the water. He stated that they have done several projects in the area, including a 3,000,000-gallon tank in Shawnee.
- Mr. Dale asked if there is any process to reject the low bid before accepting the staff recommendation.
- Mr. Brajkovic replied no, the qualifications require experience with completing five composite tanks and the low bidder has completed none. There is a tight timeframe for this project, so they want someone with experience to ensure timely completion.
- **Ms. Stevens made a motion to approve Resolution 03-22-01 to award the bid of approval of contract with Caldwell Tanks Inc. for the 2022 Water Tower Project.**
- **Mr. Himpel seconded the motion and added reference to the price of \$3,299,000.**
- **Ms. Krstulic stated that the motion also needs to include the condition that it is subject to EDA approval.**
- **Mr. Kingsley also suggested the motion include authorizing construction.**
- **Ms. Stevens agreed to amend her motion to include the price, subject to EDA approval, and authorize construction.**
- **Mr. Himpel agreed to the amendments.**
- **Roll Call Vote of all ayes, motion carried.**

d) Resolution 03-22-02 – Consider Agreement with Leavenworth County and the Cities of Lansing, Basehor, Leavenworth, and Tonganoxie, Kansas for the Regional Transportation Capital Improvement Plan Study

- Mayor Frese requested this item be tabled until a future meeting.

- e) City Manager Agenda
 - 1. February 2022 Financial Report
- Mr. Porter shared the February 2022 financial report with the City Council.

- f) City Attorney Agenda

- g) Mayor Pro Tem Agenda

- h) City Council Agenda
 - Ms. Stevens thanked the Tonganoxie Business Association for putting on the St. Patrick's Day parade.

- i) Mayor Agenda
 - Mayor Frese thanked Mayor Pro Tem for filling in for the taking care of the Council in the Mayor's position last month.

VI. Adjourn

- **Mr. Dale made a motion to adjourn the meeting.**
- **Ms. McCutchen seconded the motion.**
- **Vote of all ayes, motion carried.**
- **Meeting adjourned at 7:38 p.m.**

Respectfully submitted,

Lindsay Huntington

Lindsay Huntington, Municipal Court Clerk



City of Tonganoxie, KS

My Check Report

By Check Number

Date Range: 03/19/2022 - 04/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0026	APPLIED CONCEPTS, INC	03/25/2022	Regular	0	245	49872
0064	BOUND TREE MEDICAL, LLC	03/25/2022	Regular	0	74.98	49873
1067	CCL Supply, LLC	03/25/2022	Regular	0	156.6	49874
0175	EVANS REAL ESTATE COMPANY INC	03/25/2022	Regular	0	65	49875
0178	FASTENAL	03/25/2022	Regular	0	24.92	49876
0185	FERRELLGAS	03/25/2022	Regular	0	2760.64	49877
0205	GALL'S LLC	03/25/2022	Regular	0	1416.27	49878
0206	GAMBINO'S PIZZA	03/25/2022	Regular	0	37	49879
0393	LAWRENCE MEMORIAL HOSPITAL	03/25/2022	Regular	0	228	49880
0426	LEAVENWORTH COUNTY SHERIFF OFFICE	03/25/2022	Regular	0	330	49881
1112	Life-Assist, INC	03/25/2022	Regular	0	73.32	49882
0414	LINK LITE NETWORKING, INC.	03/25/2022	Regular	0	300	49883
0732	METLIFE - GROUP BENEFITS	03/25/2022	Regular	0	248.52	49884
1032	Mid-States Organized Crime Information Cente	03/25/2022	Regular	0	150	49885
0477	NAVRATS	03/25/2022	Regular	0	193.04	49886
0491	OLATHE WINWATER WORKS	03/25/2022	Regular	0	890	49887
0531	PROFESSIONAL ASSOCIATION	03/25/2022	Regular	0	375	49888
1043	TargetSolutions Learning, LLC	03/25/2022	Regular	0	1040.4	49889
1014	The League of Kansas Municipalities	03/25/2022	Regular	0	50	49890
0876	TONGANOXIE BUSINESS ASSOCIATION	03/25/2022	Regular	0	7500	49891
0635	TOTAL ELECTRIC CONTRACTORS INC	03/25/2022	Regular	0	449.9	49892
0656	VERIZON WIRELESS	03/25/2022	Regular	0	448.45	49893
1218	Amazon Capital Services, Inc	04/04/2022	Regular	0	973.62	49894
1218	Amazon Capital Services, Inc	04/04/2022	Regular	0	48.15	49895
0034	AT&T ACCESS TRANSPORT SERVICES	04/04/2022	Regular	0	74.49	49896
0077	CARAWAY PRINTING CO., INC.	04/04/2022	Regular	0	140	49897
1295	ENVIRONMENTAL WORKS, INC.	04/04/2022	Regular	0	19792	49898
0189	FIRST STATE BANK & TRUST	04/04/2022	Regular	0	1504.88	49899
0596	GEOFF SONNTAG	04/04/2022	Regular	0	600	49900
1296	HEIMAN, INC.	04/04/2022	Regular	0	2215	49901
0243	HIMPEL LUMBER & BUILDING SUPPL	04/04/2022	Regular	0	3479.07	49902
0250	HONEYCREEK DISPOSAL SERVICE	04/04/2022	Regular	0	31863.28	49903
1121	Jerome Gorman	04/04/2022	Regular	0	1100	49904
0496	KANSAS ONE-CALL SYSTEM, INC.	04/04/2022	Regular	0	145.2	49905
1271	KENNETH J MOORE	04/04/2022	Regular	0	600	49906
0360	KEY EQUIPMENT & SUPPLY CO	04/04/2022	Regular	0	138.42	49907
0410	LIBERTY NATIONAL	04/04/2022	Regular	0	206.42	49908
0857	MIDCONTINENT COMMUNICATIONS	04/04/2022	Regular	0	410.45	49909
0959	OFFICE OF THE KANSAS STATE TREASURER	04/04/2022	Regular	0	984.5	49910
0503	PACE ANALYTICAL SERVICES INC	04/04/2022	Regular	0	528	49911
0542	QUILL	04/04/2022	Regular	0	376.81	49912
0542	QUILL	04/04/2022	Regular	0	41.98	49913
0555	RICOH USA, INC.	04/04/2022	Regular	0	31.46	49914
0568	SAMS CLUB	04/04/2022	Regular	0	5.02	49915
0579	SECURITY BENEFIT - 457	04/04/2022	Regular	0	4834.09	49916
0630	TONGANOXIE LIBRARY BOARD	04/04/2022	Regular	0	9853.2	49917
1022	Universal Chemical LLC	04/04/2022	Regular	0	424.76	49918
0651	USA BLUE BOOK	04/04/2022	Regular	0	788.81	49919
0661	VISION SERVICE PLAN	04/04/2022	Regular	0	445.2	49920
0668	WEIS FIRE AND SAFETY EQUIPMENT, LLC	04/04/2022	Regular	0	640	49921
1143	Andy's Roofing & Exteriors LLC	04/08/2022	Regular	0	6440	49922
0749	BROADVOICE	04/08/2022	Regular	0	136.41	49923
1067	CCL Supply, LLC	04/08/2022	Regular	0	182.09	49924
0136	DELTA DENTAL PLAN OF KANSAS,IN	04/08/2022	Regular	0	2424.2	49925

My Check Report

Date Range: 03/19/2022 - 04/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0159	ELECTROLIFE BATTERY INC	04/08/2022	Regular	0	266.42	49926
1263	ESO SOLUTIONS INC	04/08/2022	Regular	0	208.53	49927
0671	Evergry	04/08/2022	Regular	0	11527.53	49928
0189	FIRST STATE BANK & TRUST	04/08/2022	Regular	0	118.26	49929
1299	HOA METRO FIRE CHIEFS COUNCIL	04/08/2022	Regular	0	250	49930
0330	KANSAS GAS SERVICE	04/08/2022	Regular	0	1586.59	49931
0391	LAWRENCE JOURNAL WORLD	04/08/2022	Regular	0	212.72	49932
0414	LINK LITE NETWORKING, INC.	04/08/2022	Regular	0	250	49933
0421	LV CO REGISTER OF DEEDS	04/08/2022	Regular	0	174	49934
1246	Mallory Rae Pino	04/08/2022	Regular	0	252	49935
0857	MIDCONTINENT COMMUNICATIONS	04/08/2022	Regular	0	359.37	49936
0479	NEW DIRECTIONS BEHAVIORAL HEAL	04/08/2022	Regular	0	334.95	49937
0491	OLATHE WINWATER WORKS	04/08/2022	Regular	0	17445	49938
0500	O'REILLY AUTO PARTS	04/08/2022	Regular	0	1560.27	49939
1284	SLIDERITE	04/08/2022	Regular	0	74500	49940
0594	SMITHEREEN PEST CONTROL	04/08/2022	Regular	0	103	49941
0605	STANION WHOLESALE ELECTRIC CO.	04/08/2022	Regular	0	147.7	49942
0614	T-MOBILE	04/08/2022	Regular	0	351.4	49943
0642	USPS	04/08/2022	Regular	0	1107.7	49944
0668	WEIS FIRE AND SAFETY EQUIPMENT, LLC	04/08/2022	Regular	0	595.24	49945

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	74	0.00	219,835.23
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
	84	74	0.00	219,835.23

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	74	0.00	219,835.23
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
	84	74	0.00	219,835.23

Fund Summary

Fund	Name	Period	Amount
998	Gen Fund-Pooled Cash	3/2022	17057.04
998	Gen Fund-Pooled Cash	4/2022	202778.19
			219835.23

RESOLUTION NO. 04-22-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONTRACT FOR ADMINISTRATION SERVICES FOR THE CITY OF TONGANOXIE, KANSAS ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT BETWEEN THE CITY OF TONGANOXIE, KANSAS AND WESTERN CONSULTANTS LLC.

WHEREAS, Western Consultants LLC, a Kansas limited liability company ("Contractor"), desires to assist in the administration and management of Economic Development Administration ("EDA") Grant for EDA Project #05-79-06151;

WHEREAS, the EDA Grant would be used for a new water tower at the Tonganoxie Business Park, which would promote the public good, health, and welfare within the City of Tonganoxie, Kansas (the "City"); and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Contract for Administration Services for the City of Tonganoxie, Kansas Economic Development Administration (EDA) Grant [EDA Project #05-79-06151], attached hereto as **Exhibit A** (the "Contract"), with Contractor.

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

Section 1. The Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. The City Manager is hereby authorized to execute in the name of the City, the Contract. The City Manager and other officials and representatives of the City are hereby 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 THIS 18TH DAY OF APRIL, 2022.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

**Contract for Administration Services for the City of Tonganoxie, Kansas Economic
Development Administration (EDA) Grant
[EDA Project #05-79-06151]**

[Attached.]

CONTRACT FOR ADMINISTRATION SERVICES
FOR THE CITY OF TONGANOXIE, KANSAS
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT
[EDA PROJECT #05-79-06151]

THIS CONTRACT FOR ADMINISTRATION SERVICES (this "Contract") is made and entered into this 18th day of April, 2022 by and between WESTERN CONSULTANTS LLC, a Kansas limited liability company with an address of PO Box 187, Lawrence, Kansas 66044 ("THE CONSULTANT"), and the CITY OF TONGANOXIE, KANSAS ("THE CITY").

WHEREAS, THE CITY is engaged in a UNITED STATES DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT PROJECT (EDA PROJECT #05-79-06151); and

WHEREAS, completion of this project requires the services of a qualified grant administrator.

NOW, THEREFORE, THE CITY engages the services of THE CONSULTANT upon the following terms and conditions:

1. TERMINATION OF CONTRACT

A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

B. FOR CONVENIENCE

THE CITY may terminate this Contract, in whole or in part, at any time by written notice to THE CONSULTANT.

In event of termination, all finished or unfinished documents, studies and reports prepared by THE CONSULTANT, under this Contract, shall remain the property of THE CONSULTANT until THE CONSULTANT receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of THE CONSULTANT to be performed hereunder. Such changes, including any increase or decrease

in the amount of THE CONSULTANT's compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. THE CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.
- B. All the services required hereunder will be performed by THE CONSULTANT or under its supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE CONSULTANT

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by THE CONSULTANT.

These services will include, but are not limited to the following:

- Preparation of quarterly progress reports and paperwork to be submitted to EDA personnel involved in the project.
- Assist with any compliance reviews or compliance investigations conducted by any state or federal agency associated with the project.
- Assist EDA to gain access to records, accounts, other documents, and sources of information related to the federal financial assistance award and make accessible facilities, personnel, and other individuals or information as may be necessary, as required by EDA regulations and other applicable laws or program guidance.
- Submit timely invoices for project to EDA personnel and maintain appropriate documentation to support the reports.
- Perform necessary accounting procedures, relating to this project, until project is completed.
- Assist THE CITY to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

- Assist THE CITY and Contractors with adherence to Affirmative Action rules and regulations.
- Prepare documentation for procurement procedures.
- Review payment requests and check these against invoices.
- Process payment requests promptly.
- Prepare documentation relating to Release of Funds as required.
- Attend project related meetings as necessary.
- Report schedule changes to THE CITY's Governing Body.
- Work closely with all state and federal agencies and furnish additional information as requested.
- Attend monitoring visits as necessary.
- Perform additional duties as required.
- Apply for any necessary time extensions.
- Provide proper close-out in accordance with grantee guidance.
- Monitor contractor and subcontractor compliance with Federal and State guidelines, as outlined in the grantee guidance.
- Assist THE CITY in developing a financial management system which will meet EDA requirements.
- Comply with all applicable laws, ordinances, and codes for the National, State and Local governments.
- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. THE CONSULTANT will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5. INTEREST OF THE GOVERNING BODY OF THE CITY

No member of the Governing Body of THE CITY, and no other officer, employee or agent of THE CITY who exercises any functions or responsibilities in connection with the planning and implementation of the program shall have any personal financial interest, direct or indirect, in this Contract, and THE CONSULTANT SERVICES shall take appropriate steps to assure compliance.

6. INTEREST OF THE CONSULTANT AND EMPLOYEES

THE CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONSULTANT further covenants that in the performance of this Contract no person having any such interest shall be employed.

7. FEES

THE CITY agrees to pay THE CONSULTANT a fee for the services outlined. The fee for these services will be as follows:

Services will be billed at \$130.00 per hour not to exceed **\$24,950.00** for the administration of the EDA grant. If the project has an additional time extension past the projected May 31, 2023 completion date, and the \$24,950.00 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of \$130.00 and payment for such additional work hours must be authorized by a Change Order mutually agreed upon in writing by THE CITY and THE CONSULTANT.

In no way can the contract be changed without a written amendment approved by THE CITY.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

City of Tonganoxie

Brett Waggoner
Western Consultants LLC

RESOLUTION NO. 04-22-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN STUDY AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS AND THE CITIES OF LANSING, BASEHOR, LEAVENWORTH AND TONGANOXIE, KANSAS.

WHEREAS, the City of Tonganoxie, Kansas (the "City") desires to cooperate with the Cities of Lansing, Basehor and Leavenworth, Kansas (collectively, the "Cities"), and the Board of County Commissioners of the County of Leavenworth, Kansas (the "County"), to develop a Kansas Department of Transportation Network Regional Transportation Capital Improvement Plan Study (the "Study");

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

WHEREAS, the Study will evaluate, estimate and prioritize the future construction of public infrastructure in order to improve the quality of life and foster economic growth in the County and Cities; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Contract for the Regional Transportation Capital Improvement Plan Study, attached hereto as **Exhibit A** (the "Contract"), with the County and the Cities.

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

Section 1. The Governing Body hereby approves the Contract in substantially the form attached hereto.

Section 2. The Mayor is hereby authorized to execute the Contract on behalf of the City, and the City Manager and other officials and representatives of the City are hereby 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 THIS 18TH DAY OF APRIL, 2022.**

SEAL

David Frese, Mayor

ATTEST:

Daniel Porter, Acting City Clerk

EXHIBIT A

Contract for the Regional Transportation Capital Improvement Plan Study

[Attached.]

EXHIBIT A – Scope of Services, Schedule, and Fee Estimate

Leavenworth County Regional Capital Improvement Project Prioritization

February 28, 2022

Background

Over the past few decades there have been numerous studies focusing on transportation infrastructure in and around the Leavenworth County region. These studies have focused on projects that range from modest investments to visions of new freeways and river crossings. With this range in studies, however, comes a question of what do the leaders and stakeholders in the region want to prioritize and unite behind to seek regional, state, or federal funding sources?

To accomplish this, this project will refresh the studies already completed to gather a baseline data source for comparison using the same methodology for cost estimates and benefits / impacts, as well as new ideas not formally developed. A set of criteria, established in an open process, will be developed to evaluate and prioritize the projects based on the funding source. Throughout this process, an open engagement process will be utilized to tie both the project identification and criteria development together.

Scope of Services

Phase 100 – Project Management

Kimley-Horn and Associates, Inc., will provide the overall project management for the consultant team which includes Venice Communications (collectively referred to as the Project Team). Kimley-Horn's Project Manager will provide overall direction to the team, conduct internal coordination meetings, monitor project budget and schedule, and oversee the Quality Assurance and Quality Control for the project.

Task 101 – Project Management

Invoices and progress reports will be prepared monthly and submitted to the Client for review and processing. Meeting minutes, including action items, will be prepared and distributed within three business days.

Task 102 – Steering Committee Meetings

Monthly steering committee meetings are anticipated through the duration of this project (a total of 12 meetings). The Project Team will prepare agendas and materials for the meetings, provide general facilitation during the meetings, and prepare meeting summaries and action items. Meetings will be held virtually and attended by representatives (staff typically) of:

- Leavenworth County Port Authority
- County of Leavenworth
- City of Leavenworth
- City of Lansing
- City of Basehor
- City of Tonganoxie

- Kansas Department of Transportation
- Mid-America Regional Council

Phase 200 – Engagement

The Project Team will lead the public engagement, which includes stakeholder and elected official engagement, through this project.

Task 201 – Branding Facilitation

The Project Team will lead a facilitation meeting (in person or virtual) to aid in the development of a brand statement, promise and logo developed for this project, with the intent of developing a brand that is inclusive and equitable for all entities involved. This work will include:

- Brand Statement
- Brand Promise
- 3 Logo Concepts
- Naming & Tagline Options
- Final Logo & Files

Task 202 – Stakeholder Coordination

The Project Team will develop a Stakeholder List for review by the Steering Committee. Once the list is confirmed by the Steering Committee, the Project Team will facilitate two rounds of stakeholder communications:

- The first round of the stakeholder communications will focus on region-wide stakeholder groups, such as industrial developers, economic development coordinators, first responders, etc. A total of six meetings will be held virtually in this round.
- The second round of the stakeholder communications will be in-person and focus on specific communities including the Unincorporated County, the Port Authority, and the Cities of Leavenworth, Lansing, Basehor, and Tonganoxie. A total of six meetings will be held in person.

Task 203 – Hybrid Public Meetings (virtual and in person)

Two rounds of hybrid (virtual and in person) public meetings will be held to inform the public of the progress and solicit input on the results. The first round will be held to review potential projects as well as scoring criteria. The second round will be held to post the draft results.

The meetings will be held both online (in a virtual format) as well as two in-person meetings in an open-house style format, for a total of four in-person meetings. The information presented both virtual and in-person will be identical, with an opportunity to provide feedback in either settings. It is assumed the client will secure and provide the facilities for these meetings at no cost to the Project Team.

An electronic flyer will be developed for distribution, as well as draft media releases (to be released by the Steering Committee). The Project Team will also facilitate media outreach and coordination, as well as social media posts and graphics.

Task 204 – Project Website Development

An online project website will be developed for this project, which will include ongoing progress updates, links to Kimley-Horn’s ProjectCoordinate page for public comments and mapping, and online surveys.

Phase 300 – Criteria Development

The Project Team will work with the Steering Committee to establish evaluation criteria that reflect the priorities of Leavenworth County stakeholders, the general public, and the entities which will be potentially supplying funding to the County. It is anticipated an initial wide range of criteria will be developed that apply to some but not all stakeholders and funding sources. Examples of the broad evaluation criteria, which will be further defined in this process, includes:

KDOT IKE Program	Example Broad Criteria MARC	Federal Grants
Current Congestion	Project Readiness	Project Readiness
Future Congestion	Regional Plans, Policies and Strategies	State and Local Planning
Truck Traffic	Centers and Corridors Focus	Environmental Approvals (NEPA) Status
Safety	Access to Opportunity	Right-of-Way and Design Status
Gross Regional Product / Cost	Economic Vitality	Benefit-Cost Analysis
Traveler Benefit / Cost	Transportation Choices	Access to Opportunity
Local Input	Public Health & Safety	Areas of Persistent Poverty
Route Continuity	Healthy Environment	National Economic Impacts
Previous Investment		

The Project Team will work with the Steering Committee to define how each criterion will be measured (i.e., quantitatively vs. qualitatively, units of measurement).

Phase 400 – Project Definition

Task 401 – Project Identification

To define the projects for evaluation we will start by mapping and analyzing results from the previous studies. Details of those projects will be mapped in our online tool so that they can be easily viewed by the various entities and potentially the public. The mapping of these projects will also serve as a backdrop for the broader call for new projects to be considered and evaluated.

It is assumed that the Steering Committee will provide, in hard copy or electronic format, all previous studies and plans to be included in this stage. This includes, but may not be limited to:

- 2014 5-County Study (KC Metro + Douglas County)
- 2000 Kaw Connect Major Corridor Study (I-70: Topeka to Kansas County)
- 2006 K-7 Corridor Management Plan
- 2007 US-24 / 40 Corridor Management Plan
- 2008 T-Link & KDOT Consultation: Leavenworth County Transportation Priorities)

- 2016 K-92 Centennial Bridge Study
- Patriot Highway (PPP Agreement)
- Leavenworth County, city stakeholders, and surrounding county Comprehensive Plans
- 2020 Eastern Gateway Concept Study
- 2018 Leavenworth County Transit Plan

Task 402 – Project Costs

With a range of projects, all conducted in various years and evaluated based on varying performance measures, it will be necessary to develop a common set of “truth” by which each of these projects can be evaluated. The Project Team will update:

- Project Costs – the Project Team will update the costs provided to today’s dollars based on recent awards in the area. It is anticipated costs will be developed with standard elements, such as lane-feet of roadway and square footage of structures, to the costs.
- Operations & Maintenance – the Project Team will define the impact to operations and maintenance costs by whichever entity (municipal, county, or KDOT) that would ultimately “own” the project.
- Right-of-Way Needs and Costs – how much Right-of-Way would be needed will be estimated as well as approximate costs. Note that detailed appraisals would not be conducted, rather a square-foot or acre cost based on the project location (rural, municipal, highway frontage, etc.) based on input from the Steering Committee.
- Utility Impacts – define the type and amount of utilities that would need to be impacted, and the magnitude of those relocations (service versus transmission).
- Potential Environmental Impacts – the Project Team will conduct a desktop environmental screening of the projects to identify potential impacts, as well as the potential NEPA clearance that would be involved with each project.

Task 403 – Project Benefits

In a similar manner, the Project Team will define benefits for the projects that focus on both transportation and economic factors critical for.

- Access to opportunities – improving access to jobs
- Economic Development – positioning property for new development
- Transportation User Benefits - including reduced congestion, improved travel times, and options for travel (routes and modes). Where possible and appropriate, the Project Team will evaluate certain projects utilizing MARC’s regional transportation model to determine the benefit under the assumption MARC’s staff will conduct the model runs and provide output to the Project Team. New traffic counts, where needed, will also be conducted to understand the existing travel demands.
- Safety Improvements – using the Highway Safety Manual where appropriate, the Project Team will apply crash reduction factors for new projects and estimate the improvements to safety. To understand existing trends, the Project Team will rely on crash data provided by MARC and KDOT.
- Freight and Travel Resiliency – Where appropriate, the Project Team will assess the impact the projects will have on freight flow, and if they bring a resiliency factor that is key to on-time delivery of freight that is critical to economic activity.

These projects, and the metrics of how they are defined, will evolve as the evaluation criteria (Phase 300) are developed on a similar path.

Phase 500 – Prioritization Tool Development

In collaboration with the Steering Committee, the Project Team will incorporate the Project List (developed in Phase 400) with the suite of Evaluation Criteria (developed in Phase 300) to develop an interactive Prioritization Tool application. It is anticipated that the tool will allow for a user to modify the scoring and weighting of each criteria and then visualize results in both online map and table format (compatible with Microsoft Excel).

Task 501 - Scoring Functionality

Ultimately, in order for projects to be compared to each other on an “apples-to-apples” basis, the quantitative cost and benefits metrics (developed in Phase 400) need to be converted into transparent, standardized 1-to-5 scores. The Project Team will develop an interactive component within the tool that allows for a user to define scoring bins for each criterion.

Upon further collaboration with the Steering Committee, it may be that the 1-to-5 scoring functionality be “hidden” or only accessible to certain users of the tool (such as the Steering Committee) so that exercises can be performed to understand how tweaking various scoring bins results in changes to overall scores. The determination of what level of access is provided for the scoring functionality will take place during the project process.

Task 502 - Weighting Functionality

Once all projects are scored on a 1-to-5 basis for each evaluation criterion, the criteria need to be assigned weights reflecting the priorities of stakeholders or the funding source being pursued. The Project Team will develop an interactive component within the tool that allows for a user to define weights for each criterion (for example, assigning a weight of 30% to economic development and 10% for safety, with the idea that the weights will add up to 100%). Certain criteria may need to be given a weight of 0 or “turned off” if they are not applicable for a particular funding source being pursued.

Similar to the scoring functionality, upon further collaboration with the Steering Committee, it may be that the weighting functionality be “hidden” or only accessible to certain users of the tool (such as the Steering Committee) so that exercises can be performed to understand how tweaking various weights results in changes to overall scores. The determination of what level of access is provided for the weighting functionality will take place during the project process.

Task 503 - Visualization of Results

Once scoring and weighting have been assigned to the evaluation criteria and all projects have been input into the tool, the tool must allow for visualizing the outputs (projects ranked with scoring and weighting shown). The Project Team will develop a web page that has a tab with an interactive map for viewing project locations and clicking on a project to see more information about its scoring and weighting, as well as an interactive table (on a separate tab) that lists the ranked projects and scores. The Project Team will provide the functionality to export the table results to be viewed in Microsoft Excel.

Task 504 - Documentation

The prioritization tool methodology will be summarized in a technical memorandum assumed to be delivered as part of the overall Final Report (Phase 700). The Project Team will provide an “instructions” or “user guide” page within the online application web page.

Phase 600 – Analysis and Refinement

The Project Team will internally conduct test runs of the application and provide initial results to the Steering Committee. It is anticipated that this testing phase will be an iterative and collaborative process between the Project Team and the Steering Committee to understand how changing scoring bins or weighting affects the outputs/rankings as well as to understand if the desired functionality is being achieved. The Project Team assumes no more than three (3) iterations per Steering committee member.

Phase 700 – Final Documentation

Task 701 – Draft Report

The results of the study will be documented in an electronic (PDF) draft report, summarizing the project methodology, analysis, results, and engagement process. This draft study will be submitted to the Steering Committee for review and comment.

Task 702 – Work Sessions

The draft results of this study will be presented to each of the impacted governing bodies for consideration, including the Leavenworth County Port Authority, County of Leavenworth, and the Cities of Leavenworth, Lansing, Basehor, and Tonganoxie (six meetings total).

Task 703 – Final Report

Following input from the governing bodies work sessions, the draft report will be finalized reflecting comments received. The final report will be provided in electronic format (PDF).

Phase 800 – Optional Services

Task 801 – On-going Support

The application will be hosted and maintained by the Project Team for the duration of the project. Upon completion of the project, the Project Team can continue to host the application for a to-be-negotiated annual subscription fee. Any modifications or maintenance to the application would be considered Additional Services subject to then-current hourly rates. All new projects submitted beyond those included in this project will need to have the various project costs and benefits calculated in advance of use of this tool and will be the responsibility of the client.

Task 802 - Project Input Functionality

As an optional feature of the online application, the consultant will develop a “Project Information Sheet” form to standardize the information being included in the tool for each project. It is anticipated that for the first iteration of this tool, development of this form will be skipped in lieu of compiling all relevant project information and shapefiles behind-the-scenes, but this form would allow future users to submit project information to be included as part of the tool.

Schedule

It is anticipated this project will be completed within approximately 12 months, albeit that timing will be dictated, to some degree, by the scheduling of elected body work sessions near the end of the project.

Fee

Kimley-Horn and Associates, Inc. will be paid a lump sum fee of \$580,000. The project will be billed monthly as a percent complete for each phase as follows:

Project Phase	Fee
100 – Project Management	\$52,500
200 – Engagement	\$119,500
300 – Criteria Development	\$38,000
400 – Project Definition	\$179,500
500 – Criteria Development	\$96,000
600 – Analysis and Refinement	\$50,000
700 – Final Documentation	\$44,500
Total	\$580,800

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY

Between

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS

and

CITY OF LANSING, KANSAS, A MUNICIPAL CORPORATION
AND CITY OF THE SECOND CLASS

and

CITY OF BASEHOR, KANSAS, A MUNICIPAL CORPORATION
AND CITY OF THE THIRD CLASS

and

CITY OF LEAVENWORTH, KANSAS, A MUNICIPAL CORPORATION
AND CITY OF THE FIRST CLASS

and

CITY OF TONGANOXIE, KANSAS, A MUNICIPAL CORPORATION
AND CITY OF THE SECOND CLASS

RECITALS

Whereas, the Cities of Lansing, Basehor, Leavenworth, and Tonganoxie, Kansas, Municipal Corporations under the laws of the State of Kansas (hereinafter referred to individually as a "City" or collectively as the "Cities"), and the Board of County Commissioners of the County of Leavenworth, Kansas (hereinafter, the "County"), desire to cooperate in developing a Kansas Department of Transportation Network Regional Transportation Capital Improvement Plan Study ("Study") for the future construction of public infrastructure in order to improve the quality of life and foster economic growth in the County and the Cities by updating project cost estimates and prioritizing projects based upon an open and transparent process;

Whereas, the County has been awarded funds from the Kansas Department of Transportation ("KDOT") for the Study through a separate agreement between the County and KDOT (the "KDOT Agreement"), and the County has entered into or will be entering into a contract with Kimley-Horn and Associates, Inc. ("Kimley-Horn") for the performance of the Study, such form of contract being attached hereto as Exhibit A (the "Kimley-Horn Contract");

Whereas, the construction of any of the projects identified through the Study will be mutually beneficial for the Cities and the County and will encourage and foster the development of our greater community, providing an economic benefit to the Cities, the County. and to the citizens; and

Whereas, K.S.A. 12-2908 provides that any municipality may contract with any other municipality, county, or township to perform any governmental service, activity or undertaking which each contracting

municipality, county and township is authorized by law to perform, and the parties hereto desire to enter into this contract ("Contract") for such purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Authority. Pursuant to K.S.A. 12-2908, the parties hereto enter into this Contract as authorized by the respective governing bodies of the Cities of Lansing, Basehor, Tonganoxie, and Leavenworth, Kansas, and the Board of County Commissioners of the County of Leavenworth, Kansas, for the purposes set forth below.

Section 3. Purposes. The purpose for which the parties enter into this Contract are to cause the completion of the Kansas Department of Transportation Network Regional Transportation Capital Improvement Plan Study, and to be referred to as the "Study".

Section 4. Contingency. Pursuant to the KDOT Agreement, the County anticipates funding from KDOT in the amount of \$250,000.00 to help pay a portion of the cost of the Study. Notwithstanding anything in this Contract to the contrary, in the event such funding is not made available from KDOT for the Study by [REDACTED], 2022, then County or any City may terminate this Contract upon written notice to the others of them, in which event the mutual obligations created herein shall become null and void. County shall provide the Cities with notice upon receipt of such KDOT funding, or upon determining that KDOT funding will not be provided.

Section 5. Cost of the Study. The cost of the Study shall not exceed \$550,000.00 without the approval of all of the parties hereto. After application of anticipated KDOT funding, the local share balance of the Study is estimated to be \$300,000.00. The remaining local share balance costs shall be distributed among the parties as follows:

- A. The County shall pay **50%** of the local share balance (estimated to be \$150,000.00);
- B. The City of Leavenworth shall pay **30%** of the local share balance (estimated to be \$90,000.00);
- C. The City of Lansing shall pay **10%** of the local share balance (estimated to be \$30,000.00);
- D. The City of Basehor shall pay **5%** of the local share balance (estimated to be \$15,000.00); and
- E. The City of Tonganoxie shall pay **5%** of the local share balance (estimated to be \$15,000.00).

Section 6. County Administration of the Study. It is acknowledged and understood between the parties that since there are several separate entities included within the proposed Study, one of the entities should be designated as being "in charge" of the Study to provide for its orderly progress. However, all parties shall have the right of review and comment on project decisions at any time throughout duration of this Contract, and any subsequent agreements hereto. The Study and the Kimley-Horn Contract shall be entered into and administered by the County; provided, the County shall assume and perform the following:

- A. Submit to each of the Cities on a monthly basis documentation showing the progress of the Study, estimates of or invoices for accrued costs of the Study, and the funds (whether KDOT funds, County funds, or City funds) used to pay such costs. The County may bill the Cities individually for their respective portions of costs and expenses due, or the County may bill one or more of the Cities at a time for such costs up to the amounts of such Cities' respective local share balance. Each of the Cities shall be responsible for reimbursing the County for such City's portion of all obligated costs within thirty (30) days after receipt of a statement of costs.
- B. Upon completion of the Study, the County shall submit to each of the Cities a final accounting of all costs incurred in making the Study for the purpose of apportioning the same among the parties as provided herein. Should, for whatever reason, the Study not be completed, the financial obligation of the County and Cities created herein shall be limited to the proportionate share of each for the work on the Study completed.
- C. The County shall use reasonable commercial efforts to enforce the Kimley-Horn Contract and have the Study completed by [REDACTED], 2022. The County shall not amend, modify, or terminate the Kimley-Horn Contract without the prior written consent of all parties to this Contract.

Section 7. Duration and Termination of Agreement. The parties hereto agree that except for the payment obligations of the Cities which may arise after completion of the Study as set forth in Section 6 above, this Contract shall exist until the completion of the Study, which shall be deemed completed upon certification to each of the parties hereto by the County advising that the Study has been accepted by the County and the County having provided a copy of the Study to the Cities.

Section 8. Approval.

- A. This Contract is effective upon being signed by the appropriate representatives of the Cities and the County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.
- B. Each of the parties warrants and represents by the execution of this Contract, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Contract by such party has been authorized by resolution or other action duly adopted by its governing body, and that this Contract constitutes a legal, valid, and binding obligation of such party enforceable in accordance with its terms.

Section 9. Applicable Law. This Contract shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Contract should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Contract, which shall remain in full force and effect; and to this end the provisions of this Contract are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Contract are severable.

Section 11. Contract. This Contract is entered into between the Cities and the County pursuant to K.S.A. 12-2908 as a Contract and shall be construed as such under the laws of the state of Kansas. Each

party represents that full and adequate consideration necessary to affect the creation of a contract between them exists under the terms of this Contract.

Section 12. Time of the Essence. In discharging the duties and obligations set forth in this Contract each party shall act to promptly undertake such official acts as are necessary on their respective parts in order to discharge those duties and obligations.

Section 13. Full Agreement. The parties agree that the terms set forth in this Contract constitutes the entirety of the agreement between them and that all other writings and representations outside of this agreement are null and void.

Section 14. Amendment. The terms of this Contract may be amended or modified upon the agreement by the parties. Any such amendment or modification shall be reduced to writing and adopted by the parties in the same manner as this Contract. No amendment or modification to this Contract shall have force or effect unless so adopted.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and made effective as of the date when fully executed by all parties herein.

[Separate Signature Pages for each of the Respective Parties Follow Directly]

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY—SIGNATURE PAGE

ON BEHALF OF LEAVENWORTH COUNTY, KANSAS.

This Contract is approved as authorized by the Board of Commissioners of the County of Leavenworth, Kansas, and on the _____ day of _____, 20__.

Mike Smith, Chair, Board of County Commissioners

Attest:

Janet Klasinski, County Clerk

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY—SIGNATURE PAGE

ON BEHALF OF THE CITY OF LANSING, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Lansing, Kansas on the _____ day of _____, 20____.

Mayor, City of Lansing

Attest:

City Clerk

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY—SIGNATURE PAGE

ON BEHALF OF THE CITY OF BASEHOR, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Basehor, Kansas on the _____ day of _____, 20____.

Mayor, City of Basehor

Attest:

City Clerk

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY—SIGNATURE PAGE

ON BEHALF OF THE CITY OF LEAVENWORTH, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Leavenworth, Kansas on the _____ day of _____, 20__.

Mayor, City of Leavenworth

Attest:

City Clerk

CONTRACT FOR THE REGIONAL TRANSPORTATION CAPITAL IMPROVEMENT PLAN
STUDY—SIGNATURE PAGE

ON BEHALF OF THE CITY OF TONGANOXIE, KANSAS.

This Contract is approved as authorized by the Governing Body of the City of Tonganoxie, Kansas on the _____ day of _____, 20____.

Mayor, City of Tonganoxie

Attest:

City Clerk

EXHIBIT A

[Approved Form of Kimley-Horn Contract]

Parties Involved:

KDOT

MARC

Leavenworth County

Leavenworth City

Lansing

Basehor

Tonganoxie

Port Authority

Multi-Jurisdictional

Regional Capital Improvement Plan Study

2022-2023

WHAT?

Non-local projects that after construction would be part of KDOT or the KTA network



WHY?

We have a vast number of study projects that have never come to construction.

We are experiencing population growth and the pressures on infrastructure that urban sprawl into rural areas creates

Cooperation is the key to success

Studied Project List

2013 5-County Study (KC Metro + DG County)

- Public Transit
 - Park & Ride
- Bicycle & Pedestrian Facilities
 - Consider all new or reconstructed bridges over I-70
- I-70 Corridor
 - Transit Service Connecting Topeka, Lawrence, KCK, KCMO (I-70) (\$22,300,000)
 - Expand Park & Ridge Facilities near KTA toll areas at Leocompton, Tonganoxie and Lawrence (\$1,100,000)
 - *Widen I-70 to 6-lane freeway (KTA) from Lawrence to K-7 (\$171,700,000)
- US-24/40
 - Access Management – 24/40 Corridor Management Plan (\$10,000,000)
 - *Construct paved shoulder with rumble strips for bicycle use from US-59 to Tonganoxie (\$45,400,000)
 - *Widen US-24/40 to 4-lanes from US-59 to K-16 (\$85,700,000)
 - *Widen US-24/40 to 4-lanes from US-59 to K-32 and from County Route 1 to K-16 (\$32,100,000)



Studies List Continued:

- K-7/US-73/US-169
 - Access Management – K-7 Corridor Plan (\$10,000,000)
 - Signal Coordination from 4H Road to Parallel Pkwy (\$1,000,000)
 - Construct Park & Ride Facilities near 4H Rd & Northern junction of K-7 and K-92 (\$1,500,000)
 - Commuter transit services connecting Leavenworth/State Ave./I-70/Shawnee Mission Pkwy/College (\$22,300,000)
 - Peak & Off-peak Transit connecting Leavenworth/Lansing and State Ave/I-70 (\$11,200,000)
 - Construct Park & Ride Facilities near K-7 and State Ave (Wyandotte - \$500,000)
 - Construct Park & Ride Facilities near K-7 in Bonner Springs (Wyandotte - \$367,500)
 - Construct Park & Ride Facilities near K-7 and I-70 (Wyandotte – \$367,500)
 - Expressway intersection enhancements from Lansing to State Ave. (\$21,000,000)
 - **Leavenworth/Lansing bypass: 2-lane west of Leavenworth Connecting K-5 to US-73/K-7 (\$123,500,000)*
 - **Upgrade K-7 to 4-lane freeway from Lansing to State Ave (98,300,000)*
 - K-92 (Centennial Bridge)
 - Incident Management on Bridge (\$2,000,000)
 - Widen Centennial Bridge Over Missouri River 4 lanes w/ toll (\$53,300,000)
 - **Widen Centennial Bridge over Missouri River to 4 Lanes (\$44,300,000)*
 - **Widen Missouri 92 or Missouri 45 top 4 lanes, include 4-lane bridge (\$131,700,000)*
 - **Intersection capacity Improvements (\$2,100,000)*
 - K-5 Corridor
 - Conduct Study to Realign K-5 from K-7 to I-435 (\$400,000)
 - **Realign K-5 from K-7 to I-435 (\$80,000,000)*
 - **Potential Outer Loop Corridor*
 - **Widen County Road 1 to 4 lanes from I-70 to Tonganoxie (\$32,100,000)*
 - **Construction new freeway from I-70 north to K-7/US-73 northwest of Leavenworth *(\$317,100,000)*
 - **Construct new freeway connecting I-70 to K-10 (\$338,700,000)*
 - **Construct new toll road connecting I-70 to K-10 (\$359,700,000)*
- 2000 KawConnect Major Corridor Study (I-70: Topeka to Kansas City)**
- US-24 Extension (Perry to Tonganoxie)
 - US-24 Realignment
 - Easy Lawrence Bypass
 - Leavenworth-Johnson County Connector
 - East-West Capacity Improvements
 - K-7 Freeway Upgrade

Studies List Continued:

2006 K-7 Corridor Management Plan – Segment 3

- 4-Lane + Auxiliary Lane Freeway/6-Lane Freeway
 - Parallel Parkway Interchange (R-Cut)
 - Leavenworth Road Interchange (Diamond)
 - Donahoo Road Interchange (Modified Diamond)
- 4-Lane Freeway
 - Hollingsworth Road Interchange (Modified Diamond)
 - Fairmount Road Interchange (Modified Diamond)
 - Dempsey Road Overpass
 - McIntyre Road Interchange (Diamond)
- 6-Lane Arterial
 - Gilman Intersection
 - E. Mary Intersection

2007 US-24/40 Corridor Management Plan (Honey Creek Rd to K-7 & LVCO South of Dempsey Rd)

- Access Restriction & updated access management plan
 - Full Access Management Intersections with Traffic Signals
 - Restricted Right Turn Only Access Management
 - Connected street upgraded classifications
 - Future Parkway

2008 T-Link & KDOT Consultation: Leavenworth County Transportation Priorities

- K-92 Leavenworth to KCI Airport – Roadway Improvements (MODOt)
- US-73 Leavenworth Bypass (South Lansing to West of Leavenworth)
 - 30th Street Traffic way west of Leavenworth
- Realignment of K-5 - Expressway Connection from K-7 (McIntyre) to I-435 (Wolcott)
- US-24 Perry to Tonganoxie (Upgrade to 4-lane)
- Leavenworth County Regional Airport
- K-92 Bridge (Centennial Bridge)

2016 K-92 Centennial Bridge Study (\$80M in FY2016 / \$110M in FY 2031)

- Metropolitan Avenue
 - Urbanized Arterial from 7th Street to 4th Street – integrated network
 - Changes to Fort Leavenworth Grate Operations
 - Additional Eastbound lane through 4th Street Intersection
 - Exclusive eastbound right-turn lane from Metro to 4th
- Tolling Facility
 - All Electronic Tolling – Over travel lanes & pavement sensors
- MO-92 & MO-45 Junction (Roundabout)
- Possible North Corridor – No tie to MO-45 (Not Recommended)
- Possible South Corridor – No Tie to MO-92 (Not Recommended)
 - Cherokee-Chocktaw, split bridge
 - Chestnut

Studies List Continued:

Patriot Highway (Public-Private Partnership Agreement: VIA MARIS CONSULTING GROUP, LLC)

- No Study/Information to Review, Maps & Agreement Only
- New N-S east of Linwood & west of Basehor
 - New Kansa River Crossing – East of 174th Street
 - ~182nd Street Alignment
 - I-70 Possible Interchange
 - US-24/40 Possible Interchange
- New E-W along south side of Lansing
 - ~McIntyre Road Alignment
 - Possible Updated K-7 Interchange
 - Updated K-5 Section?
 - New Missouri River Crossing

■ NON-KDOT Funded Studies:

- **Eastern Gateway Bridge – A three connection project from K-7 and K-5 to MO-152 and I-435**
- **I-70 Interchange at CR2-158th Street – South Basehor**

Prioritization of Projects



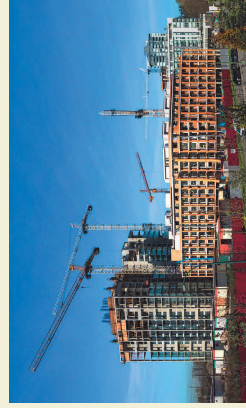
COST

COST



U.S. Department of Transportation
Federal Highway Administration

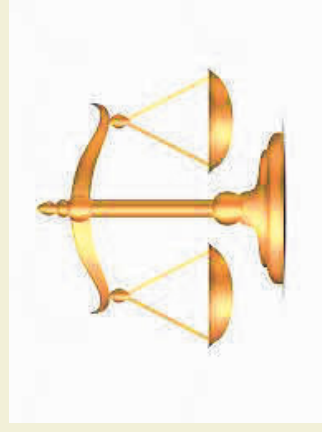
Funding Source:



Impact

Public
Input

Political
Input



Private
Input

OUR LOCAL GUIDING COMMITTEE

Leavenworth County

Bill Noll – Public Works

Leavenworth City

Paul Kramer – City Adm.

Lansing

Tim Vandall – City Adm.

Basehor

Leslee Rivarola – City Adm.

Tonganoxie

George Brajkovic – City Adm.

Port Authority

Greg Kaaz – Chairman

FUNDING



\$250,000
KDOT

\$150,000
Leavenworth County

\$90,000
Leavenworth City

\$30,000
Lansing

\$15,000
Tonganoxie

\$15,000
Basehor

Kimley-Horn:

Project Manager:

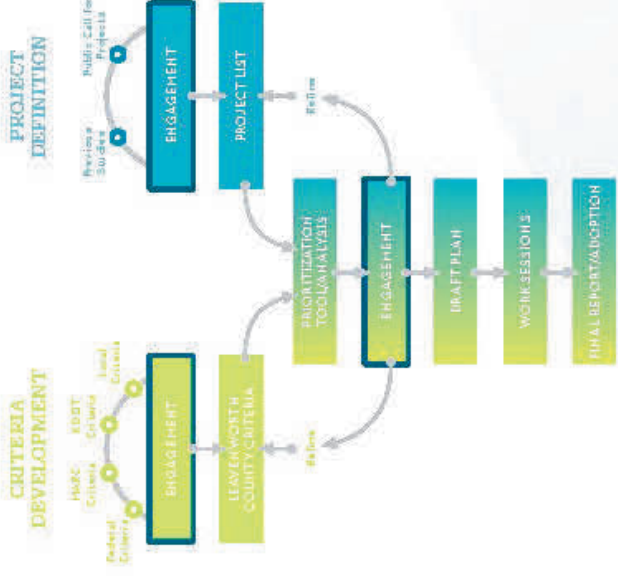
Jeff McKerrow, PE, PTOE

Methods to Engage the Public

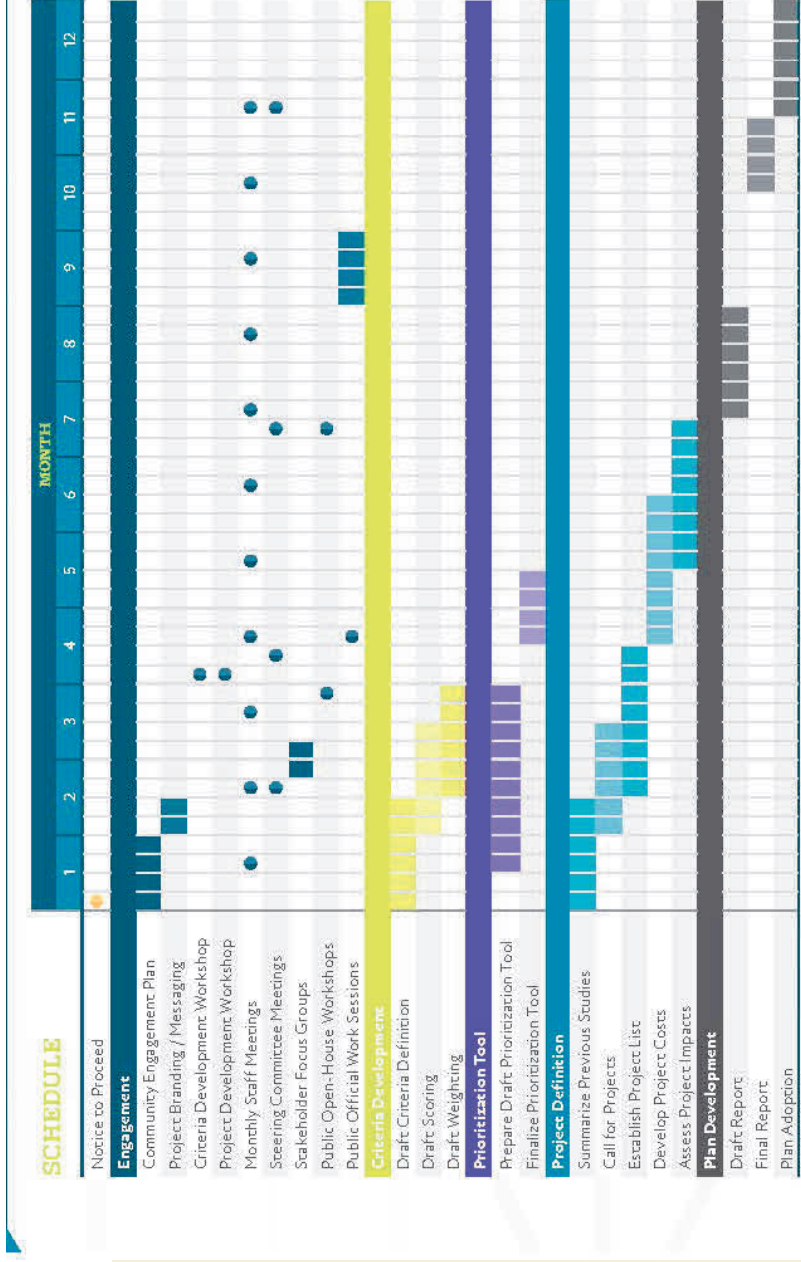
» **Project Website** – We will create a stand-alone interactive website portal to share the project purpose, team members, public engagement event schedules, media coverage, and interim reports and drafts for review and comment

Project Definition Track

Concurrently, we will work with **stakeholders, elected officials**, and the **public** on the Project Definition. We will look at previous studies and Public Call for Projects to develop a recommended Prioritized Project List.



Project Timeline:



**THANK
YOU!**

Bill Noll

Phone:
(913) 684-0463

Email:
bnoll@leavenworthcounty.gov

Website:
Leavenworthcounty.gov



Office of the City Manager
AGENDA STATEMENT

DATE: April 18, 2021
TO: Honorable Mayor David Frese and Members of the City Council
FROM: John Zimbelman, Fire Chief
SUBJECT: Request for Approval of Expenditure for Fire Station Carpet Replacement

DISCUSSION:

The Fire Department is requesting the City Council's approval of a bid for services and commodities to complete the installation of new carpet in the living space and bedrooms within the City's Fire Station facility. The current carpet is demonstrating accelerating wear and other issues that require attention to help maintain the safety and comfort of the facility for the City's full time and volunteer firefighters utilizing the facility continuously.

The City requested quotes from three vendors for this service and received two fully responsive bids and one non-responsive bid that did not include the proper product specifications.

Bid Collection Summary

Midwest Carpet Center Enterprises, LLC	\$3,220
Nebraska Furniture Mart	\$3,400
Seifert's Flooring Inc.	Non-responsive

BUDGET IMPACT:

The cost of this project is able to be accommodated in the 2022 Adopted Budget in the Fire General Fund and Fire Equipment Fund, which can be used for the purchase of equipment, vehicles, and capital items such as facility maintenance and improvements.

Both funding sources have enough available fund balance and expenditure authority remaining to make the purchase and meet other budgeted obligations in 2022.

ACTION(S) NEEDED:

Make a motion to authorize expenditures associated with the Fire Station Carpet Replacement project utilizing the services of Midwest Carpet Center Enterprises, LLC for an amount not to exceed \$3,220.00.

ATTACHMENTS:

Midwest Carpet Center Enterprises, LLC Quote

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

Midwest Carpet Center Enterprises LLC
 621 East 4th St
 Tonganoxie, KS 66086
 913-369-2842

Proposal #: MI000344
 Sale Date: 02/19/2021
 Install Date:
 Sales Rep: Hollingsworth, M
 Sales Rep:

Printed 04/13/22 10:36:30

SOLD TO

Tonganoxie City Fire Department		
John Zimbelman		
825 E. 4th Street		
Tonganoxie	KS	66086
913-669-8733 John		
jzimbelman@live.com		

SHIPPED TO

Tonganoxie City Fire Department		
John Zimbelman		
Tonganoxie		
Tonganoxie	KS	66086

1	Proposal Fresh Start II	Reindeer	Install carpet in all bdrms & living room 12x70 SqYd 93.333333 SqYd 93.333333	34.50	\$3,220.00
2	Proposal (MI-)		Two rolls seam tape		
3	Proposal (MI-)				
4	Proposal (MI-)				

Subtotal: \$3,220.00
Exempt: \$0.00
Total: \$3,220.00
Payments: \$0.00
Balance: \$3,220.00

Proposal for the Town of Tonganoxie

Isabel E. Troncoso

Vision Statement

Applicant has a dedication to rural prosperity through innovative and visionary ideas with a passion to amplify and ground our small businesses here through the use of our resources and encourage community involvement to increase revenue and loyalty.

Introduction

Proposal for a six month contract for the city of Tonganoxie to work as a strategic consultant for the local small businesses within Tonganoxie. To identify and design small scale projects for the organizations that want to participate and place grant funding into promoting, marketing and execution of events.

Background of Applicant

Education & Career History

K-State Alumni '12, M. Ed in Curriculum Design. PM Certification. Grant Writer. Career Background in Youth Development and Community Building.

Core Activities of Proposed Projects

- Identifying and Designing Projects that are strategic and scalable within the 6 month time frame
- mediate between the Tonganoxie Art Council, THS and TBA (coordinating activities to build momentum before and after large scheduled events example: Storytelling Festival)
- welcome a variety of Entertainment to all venues in Tonganoxie (Applicant is connected to International groups and Entertainers across the United States)
- connect the High School to events in town, create opportunities for youth leadership development with local businesses

Proposed Idea Examples and Services Description

- Public Arts Competition at Coffman Artworks
- Historic Tonganoxie Audio Tour & Interviews to promote the Historic Commercial District (4th st.)
- Map and Identify local community agriculture to increase Tonganoxie Farmers Market (make it a large event)
- Smokey & The Bandit (movie and vehicle exhibit paired with THS Automotive Class Car Show)

Funding

Grow Leavenworth County Development Corporation E-Community Loan Program (\$12,500 -\$20k)
Seeking monthly investment/stipend from Community or Local organizations.

Month to Month Strategy Plan

April: Situation Analysis & Plan of Action

May to August: Monthly Presentations to the Community for Input and Evaluation of projects trajectory and time frames.

September: Evaluation of Results of Growth (Market & Sales)

Feedback

TBD Open House at the City Hall, community members can come and ask the applicant questions.

From: Isabel Troncoso <growwithisa@gmail.com>
Sent: Monday, March 21, 2022 11:24 AM
To: Dan Porter
Subject: Re: Dan Porter email contact City of Tonganoxie
Attachments: Loan Application.pdf

Hi Dan,

I have attached the loan application, here is the direct link to the information on their website <https://www.leavenworthks.org/ed/page/grow-leavenworth-county-development-corporation-non-profit-e-community-loan-provider>.

My proposal is to ask the Tonganoxie Business Association, Tonganoxie Historical Society and the Tonganoxie Arts Council to fund me through their funds and if any community member is watching and feels like they would like to donate to the cause.

Let's plan on April 18 for a full presentation, I will pass on the 3 minutes, thank you.
-Isabel Troncoso

On Mon, Mar 21, 2022 at 9:10 AM Dan Porter <dporter@tonganoxie.org> wrote:

Hi Isabel,

If the April 4 meeting date is not available for you to do a full presentation we can also plan to be on the agenda on April 18. Does that work better?

Thank you,

Dan Porter

From: Isabel Troncoso <growwithisa@gmail.com>
Sent: Friday, March 18, 2022 1:35 PM
To: Dan Porter <dporter@tonganoxie.org>
Subject: Re: Dan Porter email contact City of Tonganoxie

Dear Entrepreneur: Thank you for your interest in applying for the Grow Leavenworth County Development Corporation E-Community loan program.

Program Overview

Network Kansas was established as a component of the Kansas Economic Growth Act of 2004 to further Entrepreneurship and small business growth as a priority for economic and community development in the State of Kansas.

On November 14, 2011, Network Kansas announced that Leavenworth's First City Development Corporation was selected as the 2011 Entrepreneurship (E-) Community member and awarded \$166,000 to the local community business loan fund to assist Entrepreneurs in the City.

In October 2016, the First City Development Corporation Board of Directors voted to expand the program to all of the cities and unincorporated areas in Leavenworth County and to officially change its name to Grow Leavenworth County.

Grow Leavenworth County Development Corporation is a Network Kansas E-Community member and is making loans to Entrepreneurs for new business expansion within the limits of Leavenworth County. E-community loans cannot exceed \$45,000. Terms of the loans cannot exceed one hundred eighty (120) months or ten (10) years. Annual percentage rate guidelines for the loan are a **minimum of 4%** regardless of term (The board of directors reserves the right to assign an interest rate based on business background, financials, and more qualifying information).

Matching Funds Requirement

By statute the Network Kansas Program requires a 40 percent matching funds from a public source such as a City, a County, Main Street IWW Microloans or a financial institution bank loan.

Example #1

City of Leavenworth Small Business Grant = \$5,000 (40%) Applicant request GLC loan up to: \$7,500 (60%) Total funds available to Entrepreneur = \$12,500

Example #2

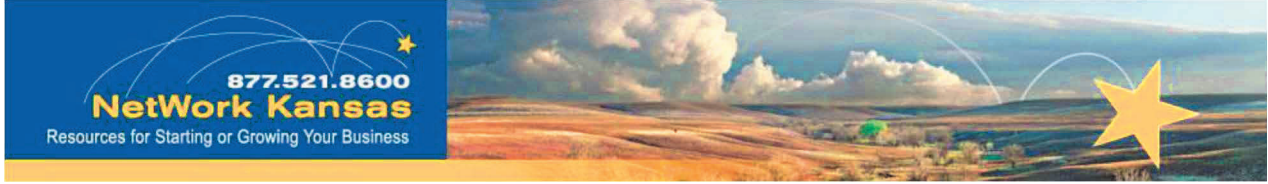
Entrepreneur obtains bank loan = \$8,000 (40%) Applicant request loan up to: \$12,000 (60%) Total funds available to Entrepreneur = \$20,000

For additional information, please contact the following:

Within the City of Leavenworth: Penny Holler, Assistant City Manager, City of Leavenworth, at 913-680-2602 or penny.holler@firstcity.org

Within the City of Lansing: Matthew R. Schmitz, Director, Community & Economic Development City of Lansing, at 913-727-5488 or mschmitz@lansingks.org

Within other Leavenworth County cities and unincorporated county: Lisa Haack, Economic Development Coordinator, LCDC, at 913-727-6111 or lhaack@lvcountyed.org



**GROW LEAVENWORTH COUNTY DEVELOPMENT
CORPORATION
E-COMMUNITY MEMBER LOAN APPLICATION**

Date: _____

Section 1: Primary Contact Personal Information

Name: _____
 First MI Last

Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

County: _____ Email: _____

Phone: _____ Fax: _____

Cell Phone: _____ Social Security # _____

Section 2: Business Information

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Business Telephone: _____ Business Website: _____

Business Owners and Key Employees (Name and Title):

Brief description of business, including company history:

Are you applying as an:

- Sole Proprietorship: Provide a Financial sheet,
- Jointly: Provide financial sheets for both persons applying
- Partnership: Provide Financial sheet on all partners & Partnership agreement
- LLC: Provide Management agreement
- Corporation: Provide Corporation Resolution

Federal ID #

Section 3: Loan Application

Section A: Planning:

Have you completed a business plan? Yes _____ No _____ If "yes" please attach a copy

Section B: Legal:

Any unresolved person/business judgments, unsettled lawsuits or major disputes?

Yes____No____

Has the business, or any principals of the business, been involved in bankruptcy or insolvency proceedings?

Yes____No____ If "yes" please give date and explanation:

Do any of the business owners or the business have a tax liability in arrears with the Kansas Department of Revenue or the IRS? Yes____No____ If "yes" give date and explanation:

Section C: Financing Information:

Date the loan funds needed by: _____

How will the funds be used?:

- New Business startup
- Expansion of existing business
- Other _____

Purpose of Loan: (describe the project in detail and how the funds will be utilized for the project):

Total GLC Loan Request (Cannot exceed \$45,000.00): \$ _____

Amount of Match (Must be 40% or higher match of loan requested)

Personal (not borrowed funds available to invest in project):

Cash = \$ _____

Assets = \$ _____

Total Funds to Invest \$ _____

Additional funding that will be utilized in this project:

Bank Loan \$ _____ Investors \$ _____

Equity injections \$ _____

Please provide a financial plan with the application:

For existing businesses three years or older, the financial plan must include current history of the following:

- Cash Flow
- Actual profit loss statements
- Year-end balance sheet
- Three-year cash flow
- Three-year income/expense statement
- Three-year balance sheet
- Copy of grant contract or bank loan document to satisfy 40% Match**

For Startup and New Businesses (less than three years in operation) the plan must include projected:

- Startup/Expense Costs
- Operating expenses
- Capital Budget
- Three-year cash flow
- Three-year income/expense statement
- Three-year balance sheet
- Copy of grant contract or bank loan document to satisfy 40% Match**

Section D: Potential Economic Impact and Quality of Life

What will be the benefit to the community from this project?

Please provide any projected job creation (both full and part-time) from this project?

Section E. Marketing Release of Information Declaration

Please read the following Marketing Release of Information Declaration and place an “x” if you understand and agree to the terms described.

I understand and agree to the terms described _____

Marketing Release of Information Declaration

By submitting an application for financial assistance from the E-Community Fund, both the NetWork Kansas Resource Partner and the Client (prospective grant or loan recipient) agree to the following Marketing Release of Information to be used by the Kansas Center for Entrepreneurship (DBA NetWork Kansas) for the purpose of promoting the successful delivery of services to entrepreneurs and small business owners.

Upon receiving notification that the E-Community has selected the Client to receive financial assistance, the Client agrees to provide pertinent information to the NetWork Kansas Marketing Manager and/or Director for the purpose of preparing a news release for distribution to other Resource Partners and media outlets as determined by the NetWork Kansas Marketing Manager.

Information for the news release will be obtained primarily from the E-Community application, the Resource Partner, the grant/loan recipient's web sites and previously published information, and by phone interviews with representatives of both parties.

NetWork Kansas will make accommodations to withhold all information identified by the Client as being sensitive or competitive in nature, particularly when this information is not previously published. All parties named in the release will receive a final copy of the news release prior to distribution in order to verify the accuracy of all information contained therein.

NetWork Kansas will disseminate a news release and related information to external media outlets only after the StartUp Kansas loan or grant is approved and closed by the Resource Partner. In addition to disseminating the resulting news release to media outlets, NetWork Kansas may distribute all or part of the news release and related information to organizations, networks and individuals via e-mail, NetWork Kansas and third-party web sites, blogs, instant messaging, chat rooms, message boards, et. al.

Section F. Certifications

Please read the following and sign the Application Form below. All owners, officers, partners, member and stockholders must sign this application. Potential co-signers and guarantors must also sign this form. Signing this application serves as each person's express permission that Grow Leavenworth County Development Corporation may obtain the person's credit report, as well as authorization and confirmation of the following statements.

By signing below, I authorize Grow Leavenworth County Development Corporation (GLC) and its assigned agents, to obtain a credit report on me through the credit reporting agency of its choice and to make such other investigations as deemed necessary. I understand that Grow Leavenworth County Development Corporation may verify, from all and any sources, all information provided. I understand that Grow Leavenworth County Development Corporation may call prior lenders and creditors to verify credit information, as well as answer questions others may ask about my credit record with Grow Leavenworth County Development Corporation. I authorize Grow Leavenworth County Development Corporation to keep this application whether or not my request for credit is approved.

The information in this application is provided for the purpose of applying for funds under the Grow Leavenworth County Development Corporation Loan Program. The information is true and accurate to the best of my knowledge. I understand that personal and/or business information may be requested pursuant to this loan application, and I hereby give my consent for such information to be provided to Grow Leavenworth County Development Corporation. I also understand the Grow Leavenworth County Development Corporation retains the sole decision as to whether this loan application is approved, disapproved, or modified. It is my right to accept or decline the loan amount, the rate, and the terms approved by Grow Leavenworth County Development Corporation Board of Directors. Grow Leavenworth County

Development Corporation does not discriminate against applicants on the basis of race, color, religion, national origin, sex, marital status or age.

Name (printed):	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>
Name (printed):	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>
Name (printed):	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>

Application Information:

For applications for businesses within the City of Leavenworth: Please return a non-refundable Application Fee of \$100 made out to GLC, completed application and all supporting documents to:

Grow Leavenworth County Development Corporation
c/o Penny Holler, Assistant City Manager
City of Leavenworth
100 N 5th Street
Leavenworth, Kansas 66048

For applications for businesses within the City of Lansing: Please return a completed application, all supporting documents, and a non-refundable application fee of \$100 to the address below:

Grow Leavenworth County Development Corporation
c/o Matthew R. Schmitz, Director
Community & Economic Development Department
City of Lansing
730 1st Terrace, Suite 2
Lansing, Kansas 66043

Other cities (not including Lansing or Leavenworth) and unincorporated county please return a completed application, all supporting documents, and a non-refundable application fee of \$100 to the address below:

Grow Leavenworth County Development Corporation
c/o Lisa Haack, Economic Development Coordinator
Leavenworth County Development Corporation
1294 Eisenhower Rd.
Leavenworth, KS 66048

Please attach any additional information you feel might help the loan committee. (For example, new businesses must have a business plan. Also, new businesses should include recent tax returns, professional references, certifications, licensures, proof of education, etc.) Applicant must have a loan or grant approved within 6 months of application.

For additional assistance, contact Penny Holler penny.holler@firstcity.org, 913-680-2602; Matthew R. Schmitz at mschmitz@lansingks.org, 913-364-6920, or Lisa Haack at lhaack@lvcountyed.org, 913-727-6111.

PROCLAMATION

**A PROCLAMATION PROCLAIMING APRIL 2022
AS CHILD ABUSE PREVENTION MONTH IN
THE CITY OF TONGANOXIE**

WHEREAS, in Federal fiscal year 2020, 3.9 million reports were made to child protective services; and

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

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

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

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

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

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

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

WHEREAS, prevention remains the best defense for our children and families. NOW, THEREFORE, I, Mayor David Frese, City of Tonganoxie Mayor, do hereby proclaim April 2022 as NATIONAL CHILD ABUSE PREVENTION MONTH in the City of Tonganoxie and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

SEAL:

Mayor David Frese

ATTEST:

Dan Porter, City Clerk

CITY OF TONGANOXIE FINANCIAL REPORT

MARCH 2022

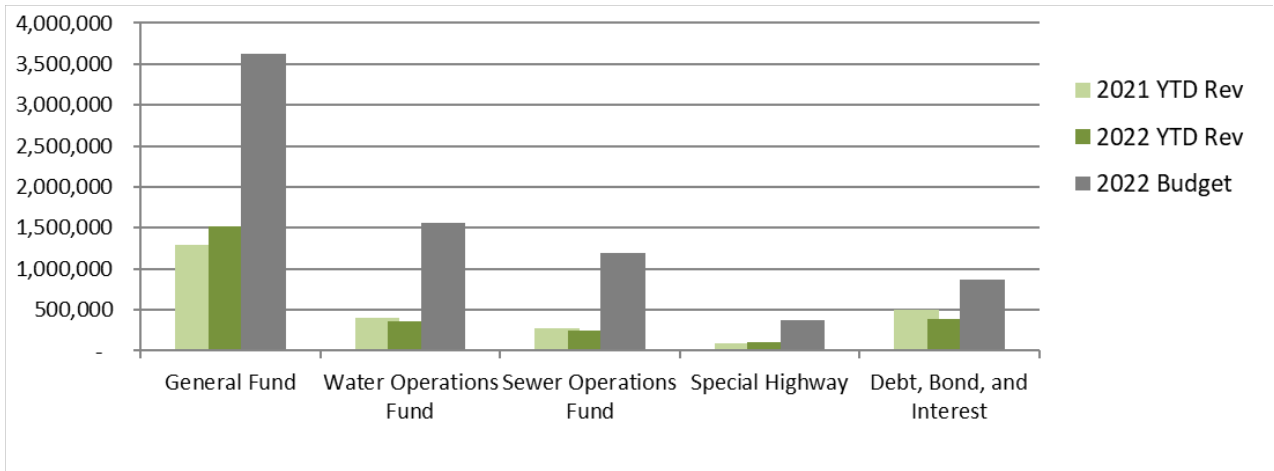
EXECUTIVE SUMMARY

- 25% of FY 2022 completed as of March 31, 2022.
- Collected 35% of revenue estimates and spent 20% of expenditure budget authority in all funds.
- The City refinancing of Series 2021A Temp Notes with the proceeds of GO Bond 2022A. Closing on Series 2022B and 2022C occurred in early March 2022 and is reflected in the debt proceeds fund.
- The City completed debt service payment obligations due on 3/1/2022 (Series 2018A – Library; Series 2017A – Refinancing 09A & 07A) and completed payment for Lease Purchase Obligations due on 3/1/2022 (2016 Police Station & City Hall; 2018 Fire Pumper; 2020 Street Sweeper). The next debt service payments for the City will be due in July 2022.
- Fuel excise tax collections are down 3.9% from the prior year to date collections. Construction excise fee collections were 18% less than prior year to date collections and the special highway fund as a whole has increased revenue collections by 10% compared to the prior year.
- American Rescue Plan Act (ARPA) - The City currently maintains \$339,849 in funding and expects to receive \$426,007 in 2022, which brings the total expected funds remaining for eventual use to \$765,856. Reporting for NEU's like the City of Tonganoxie will be completed in April 2022.
- Quarterly financial reporting for City funds and debt obligations was completed for the first quarter of 2022.

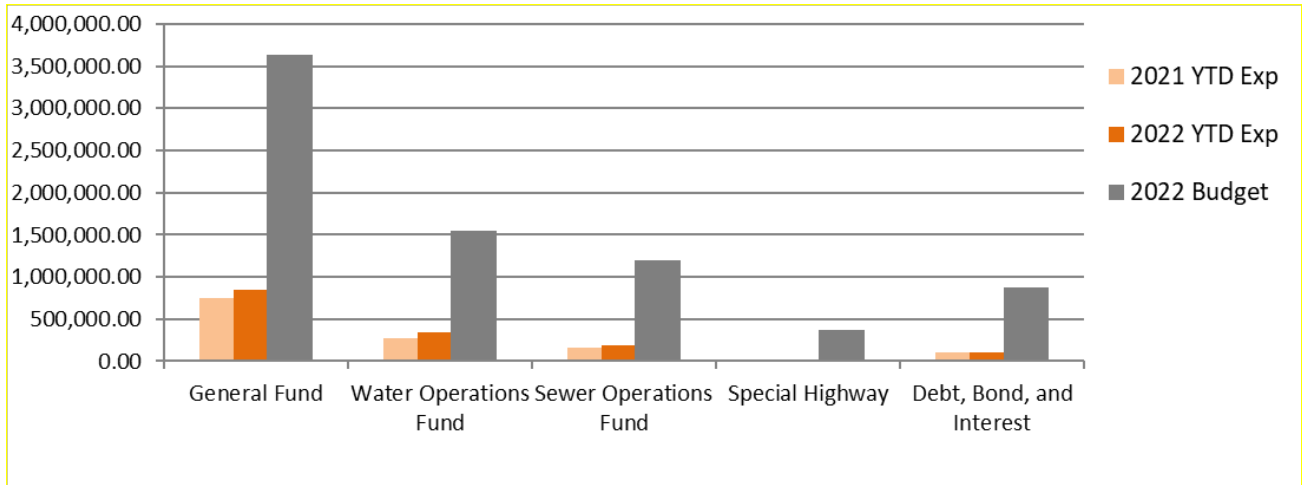
- Staff are preparing materials for consideration of budget amendments to the following funds:
 - o Special Highway Fund – 2021 project carryover & 2022 scope of work adjustments
 - o Water Operations & Water Capital Funds – Adjustments to reflect outcome of water tower construction contract
 - o Sewer Operations & Sewer Capital Funds – Potential adjustments due to BASE grant application negative determination received in April 2022
 - o Capital Projects Fund – Potential adjustments depending on outcome of upcoming Church Street Bridge project bid letting

- 2022 annual budget amendments have been approved for the following funds:
 - o Police Equipment Reserve – additional revenue anticipation and expenditure authority for equipment purchases with grant proceeds (01/18/2022)

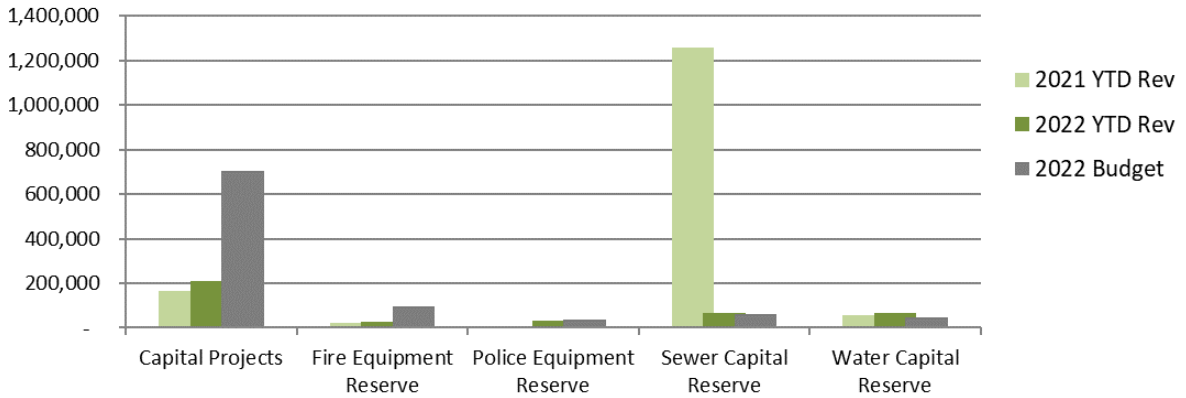
Major Fund Revenues



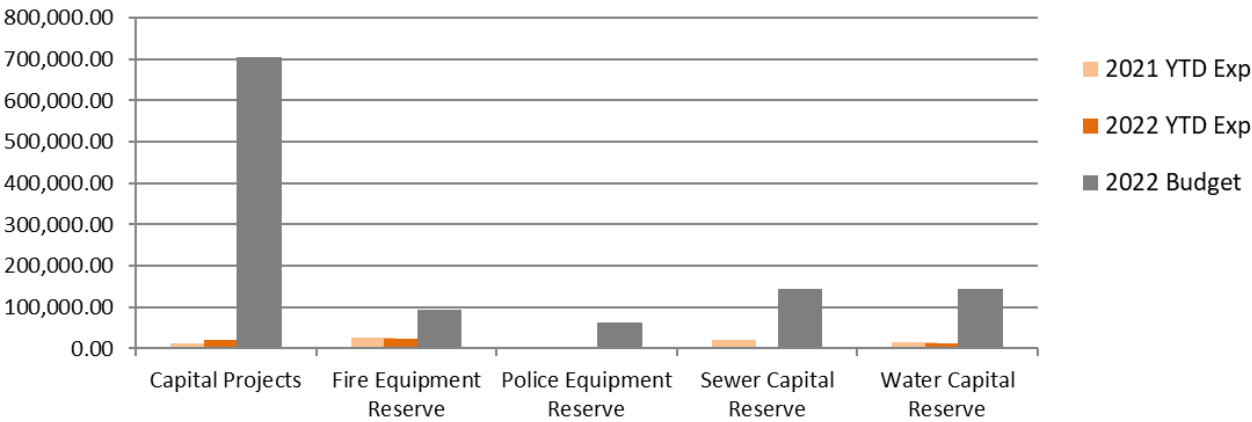
Major Fund Expenditures



Utility & Non-Utility Capital Funds Revenues



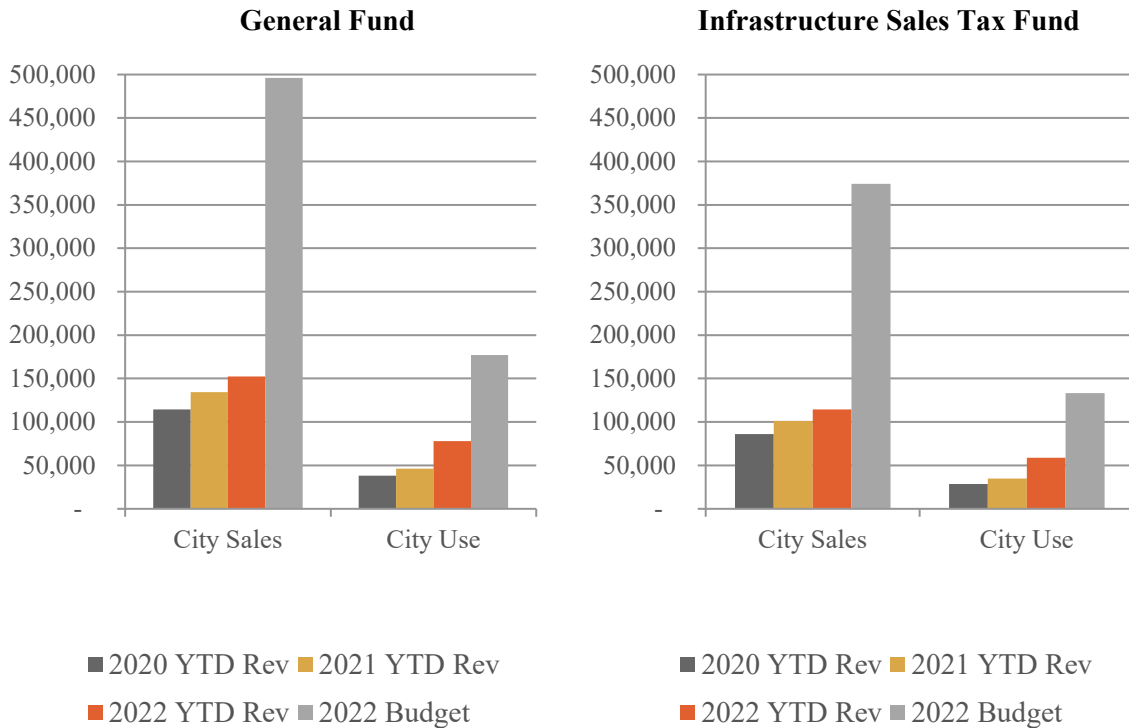
Utility & Non-Utility Capital Funds Expenditures



MAJOR REVENUES DETAIL VIEW

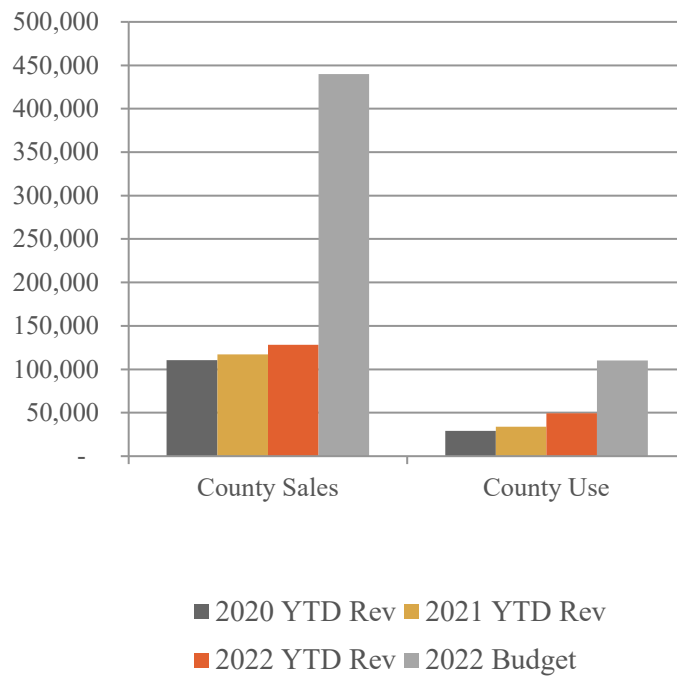
Sales & Use Tax -

- ☒ Received third 2022 remittance – nine remaining monthly remittances in 2022. Collection trends remain positive for City and County Sales & Use Tax.



General Fund Revenue	2020 YTD Revenue	2021 YTD Revenue	2022 YTD Revenue	% Change from 2021
City Sales Tax	114,552	134,445	152,503	13.4%
City Use Tax	38,254	46,403	78,116	68.3%

Infrastructure Sales Tax Fund Revenue	2020 YTD Revenue	2021 YTD Revenue	2022 YTD Revenue	% Change from 2021
City Sales Tax	86,065	101,010	114,577	374,100
City Use Tax	28,741	34,863	58,690	133,300



Share of County Capital Projects Fund Revenue	2020 YTD Revenue	2021 YTD Revenue	2022 YTD Revenue	% Change from 2021
County Sales Tax	110,528	117,142	128,151	440,000
County Use Tax	29,230	34,012	49,555	110,000

2022 BUDGET INITIATIVES

SALES TAX PROCEEDS

- \$368,500 total from the Infrastructure Sales Tax (\$170,000) and special highway funding to support a 5th consecutive year of enhanced street maintenance activities – planned for May 2
- \$540,000 from the City's share of the County Sales Tax and the Infrastructure Sales Tax to fund replacement of the Church Street Bridge – Survey & partial design completed in FY 2021, engineering contract has been approved.
- \$74,500 or more from the City's share of the County Sales Tax to rehab the elevated structures at the Tonganoxie Water Park.
- \$3,400 from the City's share of the County Sales Tax to fund bicycle repair stations in local parks.

GENERAL FUND

- 5% annual merit pool funding available to high performing City employees
- \$120,000 for 3 new Police Department Vehicles (Tahoe model)
- \$6,000 from the General Fund for Fire Department operational budget costs
- \$4,000 from the General Fund for lifeguard stand equipment replacements
- \$9,275 from the General Fund for funding assistance for LCDC
- \$5,000 from the General Fund for funding assistance for the Tonganoxie Business Association.
- \$5,000 from the General Fund for total funding assistance split between the Tonganoxie Arts Council and the Tonganoxie Historical Society – amended on 3/7/2022 to contribute \$5,000 to each organization.
- \$10,000 from the General Fund for funding assistance for community events
- \$15,000 from the General Fund for funding assistance for the Leavenworth County Regional Transportation Study
- Additional \$48,163 of funding is available for allocation by the City Council for any previously unbudgeted needs arising during FY 2022. - \$5,000 allocated for additional community group funding support on 3/7/2022.

UTILITY FUNDS

- Business Park Water Tower Project Construction – Design partially completed in 2021. EDA grant funding assistance of nearly \$1,500,000 was confirmed with award announcement. Contract was awarded in March 2022 and project is underway.
- Utility improvements – water production plant and wastewater treatment plant analysis and upgrades
- \$45,000 from the storm water fund for Church Street corridor stormwater improvements Phase 2

PUBLIC SAFETY CAPITAL FUNDS

- \$21,000 from the police capital fund for partially-grant funded Police radios purchase
- \$5,000 from the public safety capital funds for firing range improvements
- \$12,000 for equipment costs associated with 3 new Police Department Vehicles (Tahoe model)

ESTIMATED 2023 BUDGET DEVELOPMENT TIMELINE

- March 2022 – Spring Retreat
- May 2022 – Capital Maintenance & Improvements Plan (CMIP) City Council work session
- June 2022 – Base Budget preparation & department budget presentations
- July 2022 – Budget work sessions & notice to County Clerk of proposed mill levy & RNR
- August 2022 – Publication of notice of public hearings
- September 2022 – RNR & Budget Public Hearings and Budget Adoption
- September 2022 – Delivery of Adopted FY 2023 Budget Forms to the Leavenworth County Clerk
- Fall 2022 – Creation of Adopted FY 2023 Budget Book – printed & published online

ANTICIPATED 2023 BUDGET DEVELOPMENT KEY TOPICS

Impacts of Inflationary Trends

Revenue Neutral Rate Procedural Adjustments

Fund Balance Targets Re-Evaluation

Capital Projects Prioritization & Major Infrastructure Investments

Development of a Capital Maintenance and Improvement Plan specifically for the Water Park

Impacts of local development activity



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - General Fund	901638.5	1516876.02	850208.15	1568306.37
210 - Water Operations Fund	862357.02	359940.43	338895.49	883401.96
220 - Sewer Operations Fund	701336.44	239343.26	188336.92	752342.78
230 - Sanitation Fund	178816.05	109746.43	98170.56	190391.92
240 - Storm Water	65467.12	11771.65	2045	75193.77
310 - Transient Guest Tax	6199.04	264.87	0	6463.91
320 - Library Operations	7283.22	270580.38	263893.46	13970.14
330 - Special Parks	24196.63	1414.57	0	25611.2
340 - Special Highway	678199.54	102321.58	0	780521.12
350 - Infrastructure Sales Tax	568977.63	173267.17	126850	615394.8
360 - Capital Projects	1049612.59	207179.14	21206.39	1235585.34
410 - Fire Equipment Reserve	218964.81	26477.31	24659.26	220782.86
420 - Police Equipment Reserve	52932.14	30228.75	21	83139.89
430 - Sewer Capital Reserve	473449.94	65624	4550	534523.94
440 - Water Capital Reserve	323430.03	68024	11705.2	379748.83
450 - Capital Reserve	915.03	0	0	915.03
500 - Debt, Bond, and Interest	208499.86	383415.34	109238.18	482677.02
930 - Debt Proceeds	0	3893945.44	1081546	2812399.44
940 - Gallagher Park Fund	9183.08	0	0	9183.08
950 - Festival/Event Fund	4439.67	100	0	4539.67
960 - Law Enforcement Trust	7104.88	0	0	7104.88
971 - RHID 1	21.82	19865.84	0	19887.66
972 - RHID 2	0	0	0	0
980 - Industrial Park Development Fund	236742.51	0	20678.07	216064.44
981 - CDBG Urgent Need Grant Fund	0	0	0	0
982 - CDBG-CV Grant 2020	0	0	0	0
983 - CARES CRF Fund	0	0	0	0
984 - ARPA Fund	339849.97	0	0	339849.97
985 - MIH Grant Fund	0	0	0	0
Report Total:	6919617.52	7480386.18	3142003.68	11258000.02

CITY OF TONGANOXIE, KANSAS
SUMMARY OF RECEIPTS, DISBURSEMENTS & CASH BALANCES

	12/31/2021				3/31/2022	
	BEGIN. BALANCE		RECEIPTS		DISBURSEMENTS	ENDING BALANCE
GENERAL	\$ 901,639	\$	1,516,876	\$	850,208	\$ 1,568,306
Enterprise Funds						
WATER	\$ 862,357	\$	359,940	\$	338,895	\$ 883,402
SEWER	\$ 701,336	\$	239,343	\$	188,337	\$ 752,343
SANITATION	\$ 178,816	\$	109,746	\$	98,171	\$ 190,392
STORM WATER	\$ 65,467	\$	11,772	\$	2,045	\$ 75,194
SEWER CAP IMPROVEMENT	\$ 473,450	\$	65,624	\$	4,550	\$ 534,524
WATER CAP IMPROVEMENT	\$ 323,430	\$	68,024	\$	11,705	\$ 379,749
Special Revenue Funds						
TRANSIENT GUEST TAX	\$ 6,199	\$	265	\$	-	\$ 6,464
LIBRARY	\$ 7,283	\$	270,580	\$	263,893	\$ 13,970
LAW ENFORCEMENT.TRUST	\$ 7,105	\$	-	\$	-	\$ 7,105
SPECIAL PARKS	\$ 24,197	\$	1,415	\$	-	\$ 25,611
ARPA FEDERAL FUNDS	\$ 339,850	\$	-	\$	-	\$ 339,850
Debt Service Funds						
DEBT SERVICE	\$ 208,500	\$	383,415	\$	109,238	\$ 482,677
INFRASTRUCTURE SALES TAX	\$ 568,978	\$	173,267	\$	126,850	\$ 615,395
Capital Projects Funds						
SPECIAL HIGHWAY	\$ 678,200	\$	102,322	\$	-	\$ 780,521
EQUIPMENT RESERVE	\$ 915	\$	-	\$	-	\$ 915
CAPITAL PROJECTS	\$ 1,049,613	\$	207,179	\$	21,206	\$ 1,235,585
POLICE DEPT EQUIP RESERVE	\$ 52,932	\$	30,229	\$	21	\$ 83,140
FIRE DEPT EQUIP RESERVE	\$ 218,965	\$	26,477	\$	24,659	\$ 220,783
TOTALS	\$ 6,669,230	\$	3,566,475	\$	2,039,780	\$ 8,195,926

OUTSTANDING DEBT

<u>GENERAL OBLIGATION BONDS</u>	<u>1st Quarter 2022</u>
2000 4th Street Improvement	\$ -
2013A Industrial Park	\$ 85,000
2013B Refunding Rev. Loans	\$ 3,200,000
2017A Refunding 2007A and 2009A	\$ 940,000
2018A Library Sales Tax	\$ 3,255,000
2022A Bus Park Interceptor Sewer	\$ 1,015,000
2022B Refunding 2013A Ind Park	\$ 1,155,000
Sub-Total	\$ 9,650,000
 TEMPORARY NOTES	
2021A Sewer Industrial Park	\$ -
2022C Water Tower	\$ 2,780,000
	\$ 2,780,000
 OTHER OBLIGATIONS	
City Hall/PD Lease Purchase	\$ 824,225
Fire Pumper Lease Purchase	\$ 203,531
Street Sweeper Lease Purchase	\$ 169,859
Sub-Total	\$ 1,197,615
 Grand Total	 \$ 13,627,615

I, JoAnn Ferguson, Treasurer of the City of Tonganoxie, do hereby certify that the above statement is correct.

Attest:
Subscribed and sworn before me this 18th Day of April, 2022

Signed: JoAnn Ferguson, Treasurer

(Seal)

Signed: Dan Porter, Assistant City Manager